

**PROFESSIONAL SERVICES AGREEMENT**

**WIDE AREA NETWORK OPERATIONS  
AND  
SUPPORT SERVICES**

BETWEEN



COOK COUNTY GOVERNMENT  
BUREAU OF TECHNOLOGY

AND

SENTINEL TECHNOLOGIES, INC.

CONTRACT NO. 1518-14654

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

JUN 29 2016

## PROFESSIONAL SERVICES AGREEMENT

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Exhibit 1	Scope of Services and Schedule of Compensation
Exhibit 2	Cook County IT Special Conditions
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Identification of Sub-Contractor/Supplier/Sub-Consultant
Exhibit 6	Board Authorization
Exhibit 7	Economic Disclosure Statement

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Sentinel Technologies, Inc., doing business as a Corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on June 29, 2016, as evidenced by Board Authorization letter attached hereto as EXHIBIT "6".

## **BACKGROUND**

*The County of Cook issued a Request for Proposals "RFP" for Network Support Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.*

*Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE**, the County and Consultant agree as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or "**Subconsultant**" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

**b) Interpretation**

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The Contract documents, which are comprised of this Professional Services Agreement and all of its Exhibits, are intended to be read as consistently as possible. However, in the event that there is a conflict between or among any of the documents specified in subsection **c) Incorporation of Exhibits**, the terms of the Professional Services Agreement shall control unless the text of another document explicitly provides that it applies notwithstanding the terms of the Professional Services Agreement.

This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	Scope of Services and Schedule of Compensation
Exhibit 2	Cook County IT Special Conditions
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Identification of Sub-Contractor/Supplier/Sub-Consultant
Exhibit 6	Board Authorization
Exhibit 7	Economic Disclosure Statement

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

**b) Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the

County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) **Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) **Personnel**

i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold

unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Owned Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

**f) Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

**i) Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
  - \$500,000 each Accident
  - \$500,000 each Employee
  - \$500,000 Policy Limit for Disease

(2) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(3) Commercial Automobile Liability Insurance

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(4) Professional / Technology Errors and Omissions Liability

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$5,000,000. Subcontractors performing professional services for the Contractor shall maintain limits of not less than \$1,000,000 with the same terms in this section.

- (a) The retroactive coverage date shall be no later than the effective date of this contract.
- (b) Coverage shall be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor.

(5) Network Security & Privacy Liability

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$5,000,000. Subcontractors shall maintain limits of not less than \$1,000,000 with the same terms in this section.

- (a) The retroactive coverage date shall be no later than the effective date of this contract.
- (b) Coverage must be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor.

(6) Umbrella/Excess Liability

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:                      \$4,000,000

ii) **Additional Requirements**

**Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance

shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

**g) Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials; or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

**i) Patents, Copyrights and Licenses**

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**j) Examination of Records and Audits**

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services

or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit

entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**D) Professional Social Services**

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2016 ("**Effective Date**") and continue until July 31, 2021 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

**c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

**b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 1, Schedule of Compensation. Payments under this Agreement must not exceed \$11,158,838.00 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction**

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

**g) Consultant Credits**

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

**ARTICLE 8) SPECIAL CONDITIONS**

**a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Consultant warrants:
  - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
  - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
  - v) Failure to comply with Article 7 in the performance of the Agreement.
  - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f) Delays**

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

**ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**i) Independent Consultant**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**ARTICLE 11) NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Department of Telecommunications  
118 N. Clark Street  
Chicago, Illinois 60602  
Attention: Department Director

and

Cook County Chief Procurement Officer  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Consultant: Sentinel Technologies, Inc.  
2550 Warrenville Road  
Downers Grove, IL 60515  
Attention: Mr. Dennis Hoelzer

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

## **ARTICLE 12) AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**EXHIBIT 1**

**Scope of Services and Schedule of Compensation**

# **Cook County**

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## **Statement of Work (SOW) for**

**Network Services Operations**

**Contract No.: 1518-14654**

# Contract Statement of Work: Cook County Network Services Operations

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## 1.0 Executive Summary

Network Services are those activities required to provide, manage, and support the County Data Network environment as described in this Statement of Work. The Network Services Contractor responsibilities include, but are not limited to, the consultation, design, planning, scheduling, provisioning, maintenance, incident management, administration, monitoring, and troubleshooting of the following Data Network Services:

- Wide-area Network (WAN)
- Local-area Network (LAN)
- Wireless Network (WLAN)
- Optical Network Solution (ONS)
- Virtual Private Network (VPN)
- Network Security Services

In Support of delivering network services the Contractor shall be responsible for the following ancillary management services

- Network Equipment Management
- Network Tools Management
- Carrier Network Management

Network Consulting Services:

Storage Area Network (SAN)  
Network Security Services  
Other Network Services

Definitions for each service above can be found in Appendix 9 "Definitions"

## 1.1 Service Objectives

Through this Agreement, Contractor is responsible for meeting the following service objectives:

- Design, provision, and maintain a reliable, scalable and secure high-speed network infrastructure for the County as measured by the Service Level Agreement metrics described within this Statement of Work.
- Provide end-to-end network monitoring and event notification on devices outlined in Appendix 8. Manage and coordinate Third Party network providers for all activities required to keep the Data Network 100% operational including but not limited to the design, planning, scheduling, provisioning, project management, service management, maintenance, administration, troubleshooting, and incident management as measured by the Service Level Agreement metrics described within this Statement of Work.
- Operate efficiently and effectively by running on a consolidated open network infrastructure, and simplifying network management, procurement and budgeting.
- Remove County administrative burden by providing Data Network Services as a managed service
- Achieve the Service Level Agreements (SLAs) as outlined in this agreement.

## 1.2. Engagement Scope

Through this agreement, the Contractor shall provide:

1. Network Services as described in Section 2.0 Scope of Network Services
2. Network Consulting as described in Section 3.0 Network Consulting Services
3. Network Equipment as described in Section 4.0 Network Equipment & Warranty Purchases

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## 2.0 Scope of Network Services

Contractor shall provide the County with the following services described in this section as part of the Monthly Fixed Fee as outlined in the Pricing Appendix 10.1 –Monthly Service Fee.

### 2.1 Network Equipment

- Contractor shall manage and maintain network hardware, software, ancillary equipment, management tools, and peripherals, necessary to keep the network in a steady and optimal state.
- Contractor shall ensure all network equipment operating systems are up to date by performing software operating system upgrades and patches as recommended by the equipment manufacturers, and required by the County.
- Contractor will manage the inventory of all Network Equipment and track the manufacturer extended warranty and life cycle of each network component and provide the County with Contractor, Manufacturer, or 3<sup>rd</sup> party quotes required to keep all critical network elements up-to-date and under manufacturer extended warranty or maintenance program.
- Provisions for upgrading end of life hardware and software are described in section 2.10.3 Asset Acquisition and Network Services provisioning.

A listing and description of all supported network hardware is provided in Appendix 1 – Data Network Equipment. Cook County retains title to all hardware in Appendix 1.

A listing and description of the supported network software and utilities is provided in Appendix 2 – Data Network Management Tools. County retains title to all software and utilities listed in Appendix 2.

### 2.2 Agencies in Scope

Contractor is cognizant of the County's strategic goal to leverage contracts, wherever applicable, across multiple Cook County departments, bureaus, and agencies. To this end, over the term of this agreement, other local government agencies may decide to purchase against this contract pursuant to the terms and conditions herein, if such agencies are authorized by law, or their governing bodies elect to execute such purchases, if authorization is allowed by Cook County's Chief Procurement Officer, and if such purchases have no net adverse effect on Cook County, and result in no diminished services from the service providers to the County's user departments and other existing participatory agencies. Notwithstanding the foregoing, any other units of local government agencies purchasing services off of this Contract must enter into their own contract with the Contractor.

Described below are the agencies that are in the current scope for this Statement of Work:

AGENCY
Cook County Offices under the President
Cook County Assessor
Cook County Treasurer
Cook County Sheriff
Cook County Forest Preserve

# Contract Statement of Work: Cook County Network Services Operations

Clerk of the Circuit Court of Cook County
Cook County Clerk
Office of Chief Judge of Cook County Circuit Court
Cook County Recorder of Deeds
Cook County State's Attorney
Cook County Health and Hospital System

## 2.3 Service Locations

A description and location of County facilities and office locations requiring network services is provided in Appendix 5 – Data Network County Service Locations. In addition to the agencies listed above, Contractor shall provide ancillary network services to agencies, which may require access to County databases and applications. These locations are included in and are considered in scope of this engagement. Contractor is required to provide network services encompassed in this Statement of Work to these locations and any new location at the County's direction.

## 2.4 Service Hours and Coverage

Contractor shall monitor the Data Network environment 24 hours per day, 7 days per week, and 365 days per year. The Network Control Center (NCC) staffing is 24 Hours x 7days a week x 365 days per year.

The hours of on-site operation are 6 a.m. to 11p.m. Central time, Monday through Friday. This is referred to as "Normal Service Hours." The Contractor will have adequate staff at the County's Network Control Center during this time in order to achieve all service level objectives and fulfill all requirements of this statement of work. For any staff absences longer than five business days, Contractor shall ensure that vacation, illness, training, and other time off shall be covered by an individual with equal, or greater skills.

For all hours outside the "Normal Service Hours," Contractor shall provide remote and on call support as part of the monthly fixed fee outlined in the Pricing Appendix 10.1 Monthly Service Fee. Remote and on Call Support includes network monitoring and notification service, answering calls into the service desk hotline and troubleshooting critical incidents as described in section 2.11 Service Management

## 2.5 Policies, Procedures and Standards

Contractor shall comply with the County's policies, procedures and standards. A description of which is provided in Appendix 6 – Data Network Policies, Procedures and Standards. Process for changing policies, procedures are described in section 2.10 Roles & Responsibilities.

## 2.6 Agreements and Licenses

Contractor shall coordinate activities with 3<sup>rd</sup> party providers in order to fulfill the services described in this Statement of Work. A list of Network related agreements and licenses to be utilized are provided in Appendix 7 – Data Network Agreements and Licenses. Cook County has existing agreements with two telecommunication service providers.

## 2.7 Work-In-Progress

Contractor is responsible for providing network services in support of all County initiatives. Network

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services for County initiatives in progress are the responsibility of Contractor to complete.

Additional Contractor responsibilities for County Work in Progress and also for future projects are described in Section 2.0. Paragraph G - Project Management.

### **2.8 Network Control Center (NCC)**

The Network Control Center (NCC) is located on County Premises. The Contractor shall provide all the services described in the SOW from this location during normal service hours defined in Section 2.4.

The Contractor must also furnish an off-site location designated as a back-up, or remote NCC, where all Network Services functions described in this SOW can be performed in the event of an emergency which could include, but not be limited to, an outage or non-accessibility of County locations. The County, at its sole discretion, will determine an event as constituting an emergency.

Contractor, at Contractor's expense, must dispatch Contractor personnel to a Cook County Service Location as necessary to configure, install, or troubleshoot County network equipment.

### **2.9 Data Network Services Requirements**

Contractor is responsible for the following Data Network Management services

#### **A. Wide Area Network (WAN) Services**

WAN services include the planning, design, provisioning, monitoring and management of leased and private networks.

Transmission facilities include, but are not limited to,

- Point to point circuits,
- ISDN,
- Dedicated Internet connections,
- Private County Optical Network connections,
- Internet-based VPNs,
- DS-3,
- OC-48,
- OC-12, and
- OPT-E-MAN.

Contractor shall work with public carriers and other circuit providers on behalf of the County to ensure delivery of WAN services.

Coordination of any 3<sup>rd</sup> party network, equipment, or services provider to support the County's network, is considered the responsibility of the Contractor and is included within this Statement of Work.

A listing of supported network circuits is provided in Appendix 3 – Data Network Circuits.

A network topology diagram describing the supported network components is provided in Appendix 4 – Data Network Topology. Contractor shall be responsible for keeping all network topology diagrams and documentation up-to-date as changes are made to the Network.

#### **B. Local Area Network (LAN) Services**

LAN services include the provisioning, monitoring and management of networks that are usually confined to a single facility or portion of a facility. LAN components include Dynamic Host Control Protocol (DHCP)/Domain Name Server (DNS) and Wireless LANs supporting all network traffic originating from

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desktop devices, local file and print servers, application servers, database servers, peripherals, firewalls/routers/Switches, other network devices and other user premise devices. This service ends at, but does not include, the LAN attached device network card at the end-user device.

### **C. Virtual Private Network (VPN) Services**

VPN services include the planning, design, implementation, provisioning, monitoring and management of methods for remote users and business partners to securely connect to the Network and Data Center Computing Services over the public Internet. This service includes dedicated Site-to-site VPN connectivity and conventional user remote access over the Internet. It requires industry-/Internet-based standards for security to create and preserve privacy, data integrity, and authenticity.

### **D. Network Management Tools**

The Contractor will be responsible for administering, supporting, and maintaining the County-owned Data Network Management tools as listed in Appendix 2 Data Network Management Tool. Roles and responsibilities for acquiring new, different or upgraded network management tools are defined in section 2.10.3 Asset Acquisition.

### **E. Incident and Problem Management**

Contractor will be responsible for handling all incoming service incidents. Incidents shall arise through network monitoring alerts and trouble reporting process.

The trouble reporting process requires that Contractor answer calls to the NCC main number 312-603-9000 on a 24 hour basis. These calls will be troubleshot either remotely or on-site.

The Contractor will be required to use the County's internal Cherwell ticketing system (or any other ticketing system the County chooses) to respond to incidents and work tickets in the NCC Queue.

The contractor shall also respond to incidents and service requests delivered through the a common county email in-box such as "NCC Service Request"

Contractor shall adhere to County's Technology Incident Management procedures as outlined in the "Technology Incident Management" handbook which County maintains in a common SharePoint database. County shall ensure vendor has access to latest revision of the handbook.

Contractor shall engage County's 3rd party vendors to lead troubleshooting circuit issues and repairs.

Contractor shall manage service interruption notifications to the County and agencies. In the event that a service interruption occurs on CCWAN equipment or circuit, Contractor shall send out a pre-approved notification as detailed in the County's "Technology Incident Management Plan". This pre-approved notification will be used for all incidents, scheduled maintenance or emergency maintenance.

### **F. Network Security Services**

Network Security Services include the provision and support of methods that provide security to physical and logical devices connected to the network. Security services include Firewall Management, assisting County Chief Information Security Officer (CISO) and County Security managed Services firm in Intrusion Detection, Penetration/Vulnerability testing, content filtering, network access control, VPN, network security log reviews, network equipment security baselines, and assistance with Information Security Office (ISO) investigations and secure network authentication.

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### **G. Project Management**

Contractor must manage the inbound requests from the internal client base and be responsible for Network tasks related to County projects of all types and sizes. In addition, Contractor will be responsible for project management activities such as initiation, planning, execution, controlling and closing projects. Contractor shall designate a full time Project Manager.

Once a project request has been submitted by a county agency, the Contractor Project Manager shall engage the agency to document requirements; provide a high level design and a produce a project scope document.

The project scope document shall consist of a list of Contractor deliverables, acceptance criteria, a Cost Estimate, and all relevant 3<sup>rd</sup> party quotes for materials, equipment, and Carrier network services.

Under the guidance of the County Telecommunications Director, the Contractor Project Manager shall coordinate the planning, scheduling, testing, and implementation of Network projects.

Contractor Project Manager shall enter estimated project hours and costs in the County's project management database—or any other alternate database as required by the County—and resources shall input actual hours into database as expended for the project to track staff project hours utilized and actual versus estimated hours by project. All NCC personnel hours should be charged to either projects, incidents, or change queue activities equal to the billable staff hours for the period. County has to approve which projects are opened and are chargeable by Contractor personnel. County may reduce Contractor personnel if resource demand is not sufficient.

In the management of Network Project, Contractor shall adhere to Cook County Network Change Control and Notification Procedures published on the County's Internal Incident Management SharePoint and given to Contractor as revisions are published.

Contractor shall be responsible for completion of all network projects as part of the Monthly Service Fee as outlined in Appendix 10.1 Monthly Service Fee, unless additional man hours are required to complete the project to meet a County project deadline, at the rates in Appendix 10.2 Network Consulting Services Pricing.

The following will be used to calculate if additional man-hours are required to meet a County project deadline:

Project Hours Estimate – (minus) Available Engineering Hours = Additional Required Man Hours

Available Engineering Hours equals the number of business days until the County defined Deadline Date multiplied by eight hours, multiplied by the number of engineers available in staffing table located in Appendix 10.1 Monthly Service Fee. Engineer availability may vary depending on incident and ticket change queue, current project work load, and schedules. The County, at the discretion of the Director of Telecommunications shall establish priority of work as required.

If additional Contractor man-hours are required to meet a critical County deadline, contractor will provide the County with a quote for County's approval as outlined in the section 13.0 Invoicing and Payment, subsection 13.2 Network Consulting Services.

### **H. BCDR and NOC SERVICES**

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To meet the County's Business Continuity requirements in Section 10.0 Business Continuity & Recovery, Contractor shall provide Monitoring and Notification services on 24/7/365 or 366 basis at an Off-Site-Network Operation Center (NOC). These off-site "NOC services" shall also enable the County business Continuity in the event the County NCC location is unavailable. In addition, the Contractor will accept inbound service desk calls from Cook County Bureau of Technology Service Desk. A description of Monitoring and Notification Services included in this Network SOW is described in Appendix 8 – BCDR & NOC Services. All Costs for the services described in this Section, and Section 10.0, and Appendix 8, are inclusive of the Monthly Service Fee outlined in Appendix 10.1 Monthly Service Fee.

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## 2.10 Roles & Responsibilities

### 2.10.1 General Responsibilities

The following table identifies General Roles and Responsibilities associated with this SOW. An "X" is placed in the column under the party that will be responsible for performing the task. Contractor responsibilities are indicated in the column labeled "Contractor."

Table 1. General Roles and Responsibilities

General Roles and Responsibilities	Contractor	County
1. Recommend WAN / LAN/ VPN / Firewall requirements based on industry best practices	X	
2. Review and approve requirements for WAN/LAN/VPN/Firewall/Wireless services		X
3. Recommend services and standards for all Data Network Services	X	
4. Review and approve services and standards for all Data Network Services		X
5. Recommend network device thresholds	X	
6. Approve network management device thresholds		X
7. Develop WAN/LAN project plans and manage expected budget and completion dates for such projects.	X	
8. Approve WAN/LAN project plans developed by the Contractor.		X

### Deliverables & Acceptance Criteria

- Contractor shall recommend best practices for WAN, LAN, VPN, and Firewall requirements and will collaborate with industry leaders to provide the highest performing, scalable, and redundant cost effective networking platform based on industry pricing benchmarks.
- Contractor shall develop product road maps to track product lifecycles and develop recommendations on current and proposed solutions. For all County Network Assets, Road Maps shall include the following elements: County owned product name & descriptions; current release level; Generally available Release level; End Of Sale dates; end of Support dates; manufacturer recommended replacement equipment.
- Contractor will document proposed solutions using Visio and deliver to County leadership in electronic format including cost savings, if any.
- All Contractor recommendations for LAN requirements shall include at minimum management functions, power requirements, protocol, service requirements, port speed, density, connection types, and quantity.
- All Contractor recommendations for WAN requirements shall at minimum include circuit speed, connection handoff, protocol, service requirements, and up/down Link connections.
- All Contractor recommendations for VPN requirements shall include at minimum, security features and requirements as detailed by County Security Officer, management functions, protocol, and service requirements.
- All Contractor recommendations for Firewall requirements shall include security features and requirements as detailed by County Chief Security Officer, which include considerations for all ingress and egress for the CCWAN, connection types, quantity, protocol and service requirements.
- Contractor shall recommend device thresholds through baseline performance metrics per service. For example, Contractor will alert and recommend service improvements for circuit

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utilization that approaches 85% utilization or adding port capacity at the switch level when approaching full capacity. Baseline metrics will be gathered using tools like SolarWinds, PRTG, and Cisco Prime, to name a few, in order to assess cyclical services.

- Contractor will provision and maintain all network components for the CCWAN and track all requests for provisioning and maintenance. Standard based configurations shall be applied to appropriate devices for LAN/WLAN/WAN/VPN/Firewall services. During maintenance procedures, Contractor will check any new code releases for known bugs against 3<sup>rd</sup> party vendor and manufacturer databases and validate with Contractor Subject Matter experts and 3rd party vendors as applicable.
- Contractor shall test and validate in a lab environment prior to implementation. All maintenance shall be communicated and scheduled with County leadership and affected agencies.

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### 2.10.2 Design/Engineering

The following table identifies the activities, roles and responsibilities associated with Engineering/Design services that are specific to this section.

**Table 2 Engineering/Design Roles and Responsibilities**

Engineering/Design Roles and Responsibilities	Contractor	County
1. Develop network design, engineering and security testing and integration procedures that meet requirements and adhere to defined policies	X	
2. Approve network design engineering, security testing and integration procedures		X
3. Prepare network design, engineering and security, plans and schedules to support new and enhanced applications, architectures and standards	X	
4. Review and approve network design, engineering and security plans and schedules		X
5. Approve the scheduling of all changes to the network environment		X
6. Coordinate and communicate with the County and affiliated entities, and public carriers, as required	X	

**Deliverables & Acceptance Criteria:**

- Contractor will develop and maintain a repository of all current and future design, engineering, and security testing procedures for the County’s network. These documents will be reviewed with County Leadership to ensure standards and policies are being met. The County Shall Designate the location, method of access and requirements of all information stored in the repository. County shall maintain ownership of the repository at all times.
- Contractor shall design and engineer all CCWAN components and further validate more complex or newer technologies with equipment manufacturers’ business partners.
- Contractor shall provide services for network design engineering and security engineering to support new applications, architectures and standards. Contractor’s engineers will proactively provide solution architecture services for the County. Contractor shall encapsulate Engineering Design in a work book. Criteria for Acceptance for the work book include the following:
  - High Level Solution Requirements document that includes project objectives
  - Solution proposal that includes Project deliverables
  - High level design that outlines major Solution components and includes a diagram of required hardware components and network connections
  - Low level design that includes rack layout diagrams, bill of materials (or equipment list), physical infrastructure networking specifications, logical

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networking specifications, VLAN, and IP address information, Firewall Rules, Routing Configurations, inventory entries, change control log, monitoring entries.

- Contractor shall investigate and proactively assess new and enhanced applications, architectures and standards. Contractor will provide these findings to County leadership for review and consideration for future network planning.
- Contractor will interface with County agencies, affiliated entities, and public carriers to design a robust, high performing and reliable LAN/WAN. Contractor shall collaborate with these entities and provide the proper architecture to assist with each requirement. Contractor shall utilize frameworks that conform to standards set by PMBOK and ITILv3.

### 2.10.3 Asset Acquisition and Network Services Provisioning

Contractor will perform Asset Acquisition and Network Services Provisioning associated with acquiring network equipment and circuits. The following table identifies the underlying roles and responsibilities associated with Asset Acquisition and Network Services Provisioning activities. Cook County in no way waives right to order equipment from other vendors.

Table 3 Asset Acquisition and Network Service Provisioning Roles and Responsibilities

Network Provisioning Roles and Responsibilities	Contractor	County
1. Order WAN circuits, network components (routers, switches and hubs) and services as designed by Contractor and approved by County.		X
2. Provision and maintain all network components and circuits	X	
3. Interface with Public Carriers to coordinate the implementation, test and turn up of public carrier circuit onto the County Wide Area Network	X	
4. Configure WAN/LAN (hardware, software) prior to installation	X	
5. Document router configuration files and IP addressing schemas and maintain in repository	X	
6. Develop and document network provisioning requirements and policies	X	
7. Approve network provisioning requirements and policies		X
8. Develop network resource requirements projections	X	
9. Manage the performance of public carriers (and other third parties) to meet defined schedules, project plans, SLAs etc.	X	
10. Ensure that all new circuits, devices and software provisioned are included in configuration management documentation	X	

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### **Deliverables and Acceptance Criteria**

- Contractor shall coordinate with the County's 3rd party vendors for circuit provisioning and maintenance, to ensure properly sized circuits are delivered with correct handoff termination/protocol information per the networking equipment availability.
- Contractor, in accordance with the Cook County Procurement Code, will assist the County in procuring process related to network hardware, software and circuits. In this process, Contractor will be responsible for
  - Engage the business or technical client and gather business requirements in a requirements document
  - Develop a high level design and then interface with County vendors, work groups to gather quotes
  - Provide the County with a total project cost for new solution.
- Contractor will provision Network hardware and software prior to deployment and shall use pre-approved templates for deploying various services. Contractor shall validate hardware configurations with a defined check list that is signed off and validated by a minimum of two engineers and County leadership.
- Contractor shall update all management tools and databases to reflect the newly provisioned service. Examples of such provisioning updates are as follows:
  - InfoBlox IP Address Management appliance which will proactively monitor and report on all static and DHCP IP addresses utilized on the County's LAN/WAN.
  - Contractor shall routinely back up and review all configuration files utilizing tool including but not limited to SolarWinds, Cisco Prime, and NetBrain.
  - Contractor shall also keep a detailed design of all router connections and configurations through Visio and deliver to the County in electronic format.
  - Contractor shall maintain an inventory of all related network services including but not limited to network circuits, network devices, and network software for the County network. This inventory will be kept up to date with active in service devices and decommissioned devices. Contractor will maintain this inventory in an Excel or designated format and make available in electronic format for the County to review. Data Elements shall include Equipment Serial Number, Asset Tag, Network Identifiers, Deployed Location, Manufacture Make & Model, Release level.
- Contractor shall develop and propose a set of provisioning policies based on industry best practices and consistent with County procurement policies for LAN/WAN/VPN/Firewall services and shall revise the policies as new services and new requirements are introduced.
- Contractor shall develop projections for network resource requirements and will utilize various tools and standards to provide these projections based on requirements such as port utilization, port capacity, router performance, router services, firewall performance, and circuit utilization.

### **2.10.4 Network Operations and Administration**

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Contractor shall perform the following key activities associated with Network Operations and Administration.

1. Network systems management and troubleshooting (e.g. performance, problem, change and device monitoring)
2. Bandwidth management
3. Protocol usage statistics (e.g. identify top talkers by protocol)
4. Coordinating with public carriers and other circuit providers to perform any operations activities (e.g. provisioning, problem management)
5. Managing and maintaining all Network Service computing resources (e.g. Hardware, operating system software and applications) that are required to provide network services as described in this Statement of Work.
6. Managing router configurations, firewalls, Wireless controllers, Internet Protocol (IP) addresses and related services (e.g. DNS/DHCP)
7. Asset management, including infrastructure software licenses, using the County's designated asset and/or inventory management system
8. Physical (e.g. equipment) and logical (e.g. IP address change) IMACs

The following table identifies the roles and responsibilities associated with Network Operations and Administration that are specific to this Section.

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Table 4. Network Operations and Administration Roles and Responsibilities

Network Operations and Administration Roles and Responsibilities	Contractor	County
1. Manage LAN/WAN connectivity contained in the service environment	X	
2. Develop and document network administration requirements and policies	X	
3. Review and approve network administration requirements and policies		X
4. Develop and document procedures for administration that meet requirements and adhere to defined policies and procedure	X	
5. Approve administration policies and procedures		X
6. Perform day-to-day network operations and administration activities	X	
7. Manage all network devices in accordance with the County's policies	X	
8. Maintain IP addressing schemes, router configurations, routing tables, VPN configurations, etc.	x	
9. Manage user accounts as needed for access and maintain network resources (e.g. logon user-id and password maintenance)	x	
10. Maintain and provide audit information including access, general logs, application logs in accordance with the County's security policies	x	
11. Ensure that network administration activities are coordinated through defined change management processes	x	

### **Deliverables & Acceptance Criteria**

- Contractor shall maintain and manage all of the County's network connectivity. This will include proactively monitoring network connectivity, and managing adds, moves, and changes. Contractor will provide active management of related DNS/DHCP services and IP address allocation.
- Contractor will develop and document network administration requirements based on industry best practices and ITILv3 standards. These administration requirements will be considered living documents and reviewed and updated as required.
- Contractor will develop, propose, and document defined administration procedures for County's approval. It will be the responsibility of the Contractor to proactively review and monitor adherence to all defined policies and procedures as outlined in Appendix 6 Data Network Policies & Procedures
- Contractor shall maintain a standard operation manual for adhering to defined administration policies and procedures for the NCC and shall follow this manual for various administration tasks including but not limited to provisioning hardware, account creation, and monitoring services.
- Contractor shall perform all day-to-day operation and administration activities related to CCWAN that includes but is not limited to switches, core devices, router, firewall, DNS/DHCP, and WAN connectivity. Contractor shall be responsible for entering, updating, and closing all network incidents and service requests in the County's ticketing application. All escalation and customer notification procedures will be followed for any service impacts to the County's LAN/WAN.
- Contractor shall maintain all routing tables and OSPF neighbors along with VPN configurations and update documented changes within Cisco ACS for access with County Employee and Vendor accounts.

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- Contractor shall establish and maintain all Site-to-Site VPN connections within Cisco ASA firewalls with County approved entities with which the County conducts business.
- Contractor will manage user accounts as needed for access to County resources in accordance with all policies for user login, ids, and passwords as set forth in Appendix 6 Network Policies and Procedure or otherwise published in Cook County Bureau of Technology's Service Catalogue. County shall provide Contractor with access to latest version of the Service Catalogue.
- Utilizing CISCO ACS (Access Control Server), Contractor shall manage user-id and passwords for all County VPN access. The Cisco ACS will be used for network LAN/WAN access for approved and documented engineering access to manage and maintain the County's network equipment.
- Contractor will maintain and provide audit information including access and to all logs in accordance with the County's security policies. All audit information shall be reviewed with County leadership to ensure compliance and proactive monitoring.
- Contractor will coordinate and adhere to all County approved change management processes to minimize service disruptions to Cook County's network infrastructure. All changes shall be documented by the Contractor, approved by the County and communicated by Contractor, prior to commencing any network change. After the change has taken place, Contractor shall update all documentation to the configuration management portal. Contractor shall administer change control utilizing ITILv3 standards

### 2.10.5 Network Monitoring and Notification

The following table identifies the roles and responsibilities associated with Network Monitoring and Notification that are specific to this Section. Service call incidents shall be alerted through a monitoring and call in process. These calls will be troubleshot either remotely or on-site

Table 5. Network Monitoring and Reporting Roles and Responsibilities

Network Monitoring and Reporting Roles and Responsibilities	Contractor	County
1. Develop and document requirements and policies for network monitoring and problem management	X	
2. Approve requirements and policies for network monitoring and problem management		X
3. Develop and document network monitoring and problem management procedures, including escalation thresholds, that meet requirements and adhere to defined policies	X	
4. Approve network monitoring and problem management procedures		X
5. Manage, use and provide automated tools for monitoring network circuits, devices and traffic from a Contractor- provided NOC /NCC.	X	
6. Provide VPN circuits from NOC / NCC to the County's network.	X	

7. Implement measures and provide proactive analysis of network data and reports to limit network outages and optimize the County's bandwidth utilization.	X	
8. Monitor network performance for all network environments on a 24x7x365/6 basis per SLAs.	X	
9. Identify network problems and resolve in accordance with Incident and Problem Management Services, policies, procedures and SLAs.	X	

**Deliverables & Acceptance Criteria**

- Contractor will verify that all existing and new network nodes are being monitored and properly managed to ensure that no outages will go missed or undetected.
- Contractor will provide dual carrier redundant internet VPN connections to the County. Based on the counties current redundant Internet providers, Contractor will setup Dynamic Multipoint VPN connection with the Contractor NOC and the County network.
- Contractor will utilize the on-site staff as well as the remote Network Operation Center (NOC) to guarantee issue resolution and monitoring of the environment is continuous.
- A detailed description of additional monitoring and notification activities that Contractor shall perform within this Statement of Work can be found in Appendix 8. NOC SERVICES

**2.10.6 Remote Access**

Remote Access Services are the activities associated with the installation, management, operations, administration and support of all hardware, software, and connectivity that provides remote access to all systems such as VPN; Extranet access and Internet, Web-based e-mail. The following table identifies the Remote Access roles and responsibilities that the Contractor and the County will perform.

Table 6. Remote Access Roles and Responsibilities

Remote Access Roles and Responsibilities	Contractor	County
1. Define Remote Access policies and procedures		X
2. Develop and document in the Standards and Procedures Manual Remote Access procedures that meet requirements and adhere to defined policies	X	
3. Review and approve Remote Access procedures		X
4. Install, test, provide technical support, administration and security administration for Remote Access hardware and Software	X	
5. Provide testing support for the County's applications that will be made available via Remote Access	X	
6. Provide technical assistance and subject matter expertise as required by the County's infrastructure staff and Third Party solution providers for Remote Access products and	X	
7. Perform system or component configuration changes necessary to support Remote Access Services	X	

**Deliverables and Acceptance Criteria**

- All remote access procedures shall adhere to Cook County Information Security Policy as published by Cook County Chief Security Information Security Officer. Contractor personnel required to adhere to County's Information Security Policy will be provided secure access to policy documents on a need to know basis.
- Contractor shall provision, update, support, and administer the Cook County's remote access services while coordinating with the County leadership and Chief Information Security Officer to ensure a highly performing and highly available system.
- Contractor will develop and document all remote access procedures based on current and future deployed technologies and services. All documentation will be of professional quality and delivered in electronic and print formats. Contractor will propose, develop and document remote access procedures for County's approval. This includes but is not limited to, waiver forms for employee and vendor VPN accounts and Site-to Site VPN tunnels with County affiliated entities.

- Contractor shall install, test, support, and administer all remote access hardware and software associated with the County. This includes but not limited to Cisco ASA firewalls, IPsec, SSL, VPN client, Cisco ACS, user IDs, passwords, and group membership.
- Contractor shall manage all site-to-site VPN tunnels with affiliated County entities.
- Contractor shall assist the County in software application testing by making County applications available via remote access and ensuring routing and access controls are working correctly. Routine testing procedures will be implemented to identify and minimize performance issues. Testing shall be performed utilizing many tools such as Cisco ASA\ASDM, Cisco ACS, route maps, ping, telnet, and SSH.
- Contractor shall provide technical support and subject matter expertise for the County's staff and third party providers for remote access products and solutions. Contractor engineers shall coordinate with the County's solution providers to assist with integration, testing and support. In the event additional assistance is required, Contractor will engage vendor support such as Cisco TAC, and/or internal Subject matter experts from Contractor Headquarters.
- Contractor will perform system and component changes to support the County's remote access services.
- Contractor will perform these tasks with defined change management processes and during defined maintenance windows. Contractor will perform these tasks efficiently and in defined time lines\SLAs.

### **2.10.7 Documentation & Reporting**

Contractor will provide detailed documentation as required by the County. This will include but will not be limited to asset inventory, IP address allocation, baseline configurations, network configurations, network topology drawings, ticket reporting, SLA reporting, project status, service request status, operational procedures, test and acceptance material, and security compliance information.

For all documentation required in this Statement of Work, Contractor shall deposit into a shared repository as designated and owned by the County. The County shall retain title to all documentation in the repository. From time to time, County may choose to redefine the characteristics, properties and attributes of the common repository such as migrating from a simple common windows File Share Directory to a SharePoint web-enabled document database. County shall be responsible for ensuring the repository has adequate disk space.

Contractor shall be responsible for adhering to County's official retention Policy and Procedures as defined by the Chief Information Officer. Contractor shall not delete documents in the common repository without the permission of the County Telecommunications Director, Chief technology Officer or Chief Information Officer.

Access to the Common Repository will be regulated through Cook County's Active Directory permissions policy. Cook County Director of Telecommunications shall grant Contractor personnel with the proper AD

credentials to access the common repository as needed.

The following table identifies the roles and responsibilities associated with Documentation activities that are specific to this Schedule.

Table 7. Documentation Roles and Responsibilities

Documentation Roles and Responsibilities	Contractor	County
1. Recommend documentation requirements	X	
2. Approve recommended documentation requirements		X
3. Provide documentation as required by the County	X	
4. Report performance against Service Level Agreements (SLAs)	X	
5. Provide reporting (e.g., availability, utilization, latency, capacity) on network components providing connectivity to the County.	X	
6. Provide the County performance reports on a quarterly basis and on demand as requested	X	

**Deliverables & Acceptance Criteria**

- Contractor will recommend and provide the County with detailed documentation based on industry standards (ITILv3) with product-specific requirements and County specified requirements. All documentation will be of professional quality and delivered in electronic and print formats.
- Required documentation shall include network device configurations and templates, software configuration and templates, inventory management, warranty management, network topology and hierarchy, circuit information, and network diagrams.
- Network system specifications and topologies such as: router configurations, firewall policies, routing diagrams/IP addressing tables, hardware/software listings, etc.)
- Detailed circuit location information such as: circuit ID including LEC access ID, location, speed; and any asset identification information required by the County
- Detailed documentation showing all firewall policy, group, object, etc. information
- "As-built" documentation for all network devices and solutions (including firewalls) that are deployed in development, test, QA, production or other technical environments.
- All documentation will be of professional quality and delivered in electronic and print formats.
- Contractor shall maintain a repository of all documented router configuration files and maintain a database with all configured IP addressing schemas used.
- Contractor will provide to the County performance reports quarterly and on demand for all network related equipment and circuits. These reports will be presented as an Executive overview of major sites/hardware/circuits along with detailed reporting to support the trending of all network equipment and circuits.

- Contractor will utilize ITILv3 service management practices to measure and report performance in the following service categories:
  - Incident Management
  - Availability Management
  - Capacity Management
  - Change Management
  - Service Operations
  - Network Security
- Contractor will retain these reports as a tool to compare findings from various time periods and trending.
- Contractor shall use the County's ticketing system to report SLA performance on all Incident and Service Requests handled by the Network Control Center. These reports shall be reviewed monthly by Contractor and County leadership.
- The performance reporting requirements and time intervals are currently governed by the County's Performance Management Initiative and is subject to change.

**2.10.8 ONS Management**

The County's Optical Network Solution (ONS) is the Carrier grade backbone network that provides fiber optic transport to several anchor nodes of the County's Wide Area Network. The Optical Network is a DWDM solution utilizing Cisco ONS 15454 MSTP/MSPP chassis.

There are several agencies, vendors and manufacturers involved in the construction, operation and maintenance of the County's Optical Network Solution. These 3<sup>rd</sup> parties include Dark Fiber providers such as Chicago Transit Authority, South Suburban Mayor's Association, Illinois Century Network; Construction Contractors such as Meade Electric, and Globetrotters Engineering; and equipment providers such as Cisco, and GDT.

Contractor shall be responsible for the 24/7/365 operation of this network and will act as Single Point of Contact for coordination of incident management, and troubleshooting of the network.

**Table 8. Optical Network Roles and Responsibilities**

Optical Network Roles & Responsibilities	Contractor	County
1. Provide Contractor with Contact list and escalation procedures for all 3 <sup>rd</sup> party entities of the ONS Solution		X
2. Monitor the CISCO ONS Network for Critical Alarms	X	
3. Respond to ONS alarm; basic ONS troubleshooting; isolate trouble as ONS failure vs. connectivity failure	X	
4. Report a failure or trouble on ONS Equipment to Cisco Tech support	X	
5. Lead and coordinate all troubleshooting events with all Equipment and service providers associated with the County's ONS network	X	
6. Design, configure, provision and turn-up additional circuits on the ONS chassis	X	

7. Establish SNMP network traps and insure delivery to monitoring NOC	X	
8. Correlate ONS network events with incident impact and perform root cause analysis	X	
9. Coordinate scheduled and unscheduled transport network maintenance notification	X	

- Contractor will proactively monitor and respond to alerts and alarms on the County's Cisco ONS 15454 networking equipment and dense wavelength-division multiplexing (DWDM) circuits that terminate on these devices. Tools used would include Cisco Transport Controller (CTC), SolarWinds, and Link Analyst.
- Contractor, on behalf of the County, will engage Cisco TAC for any related hardware failures on the County's ONS networking equipment.
- Contractor will coordinate all necessary equipment vendors and service providers to remedy the County's ONS hardware/software and circuit related outages.
- Contractor will coordinate all necessary equipment vendors and service providers to logically design, configure and provision new DWDM circuits and or rings on the County's owned/leased fiber.

**2.10.9 Cisco SMARTnet Management**

Most of the County’s Cisco Network Equipment is enrolled in CISCO SMARTnet. Cisco SMARTnet is a Manufacturer Extended Warranty Program. The program provides technical support on hardware, diagnostics, repair or replacement of supported devices, and critical system patch updates. Contractor will be responsible for administering the Cisco SMARTnet Program (or its equivalent) on behalf of the County.

Table 9. Cisco SMARTnet Management

SMARTnet Roles & Responsibilities	Contractor	County
1. Maintain detailed inventory of all covered devices	X	
2. Identify devices that will be reaching their expiration date	X	
4. Coordinate device coverage to make start and end-dates of	X	
3. Provide Quotes for Renewals	X	
5. Approve and process purchase orders against quotes		X
6. Update equipment inventory with new coverage information	X	

- Contractor certifies that they are a Cisco Gold Partner with a Master Certificate in Managed Care Services and have access to Cisco’s SMARTnet database to review device contract statuses.
- Contractor will monitor the expiration dates of the County’s Cisco Hardware; provide an inventory list of pending expirations; obtain quotes for SMARTnet coverage or equivalent program (i.e HANs) ; submit cost estimates to County for the annual Operating Budget Cycle; remove obsolete and retired equipment from Coverage; and co-terminate expiring devices for better manageability.
- Invoicing and payment for Cisco SMARTnet Equipment Extended Program Warranty shall be governed by Section 13.3 Equipment Purchases.

**2.10.10 Firewall Management**

Contractor shall provide Firewall Management Service including firewall engineering and management and access control list (ACL) engineering and management in compliance with the County’s policies and standards. The following table identifies roles and responsibilities associated with the Firewall Management services.

Table 10. Firewall Services Roles and Responsibilities

Security Firewall Services Roles and Responsibilities	Contractor	County
1. Recommend best practice firewall policies	X	
2. Develop the County specific firewall polices and requirements		X
3. Approve firewall polices		X
4. Provide services in conformance to firewall policies and requirements	X	

5. Perform firewall engineering and firewall security design	X	
6. Assess firewall security and propose alternative security designs	X	
7. Review and approve firewall security designs		X
8. Review and approve firewall Access Control Lists (ACLs) policies		X
9. Develop recommendations for improved security	X	
10. Review and approve recommendations for improved security		X
11. Provide ACLs		X
12. Maintain ACLs in accordance with the County policies	X	

**Deliverables & Acceptance Criteria**

- Contractor will adhere to vendor and industry best practices, regulations and standards for all recommendations to the County for firewall services.
- Contractor shall perform audits and reviews on all active firewall policies to ensure a reliable and secure environment. Under the Guidance of Cook County Chief Information Security Officer and other County leadership, Contractor shall maintain compliance Security policies and procedures, utilizing tools including but not limited to Cisco Adaptive Security Device Manager (ASDM) and Cisco Security Manager (CSM) to document and review existing firewall rule sets. All proposed firewall rule set changes will be reviewed with County leadership and the Chief Security Officer.
- Contractor will provide engineering services to maintain Cook County's Access Control Lists (ACL's) in accordance to the County's security policies. Contractor shall gather the County's ACL requirements and documents into a Project/Service Request workbook to be reviewed by County leadership and the Chief Information Security Officer for compliance. Tools utilized for this task include but not limited to Cisco Adaptive Security Device Manager (ASDM), Cisco Security Manager (CSM) and SSH.
- Contractor will provide firewall engineering and security design. Contractor engineers shall maintain training and certifications to stay up-to-date on the latest industry best practices. Contractor shall lead design and security engineering sessions with County leadership. In these sessions Contractor will whiteboard and document all design and security engineering sessions utilizing tools like Visio and a Project/Service Request workbook. If additional expertise is required Contractor will engage vendor experts and internal Contractor SMEs to review design considerations.
- Contractor shall provide recommendations for improved firewall security upon request of County.
- Contractor shall validate that all firewall rules are checked for proper placement, source and destination and ports/protocols.

**2.10.11 Network Security Incident Management Services**

The following table identifies the roles and responsibilities associated with Security Incident Management services.

Table 11. Security Incident and Management Roles and Responsibilities

Incident Management Services Roles and Responsibilities	Contractor	County
1. Develop policies for Network security incident management		X
2. Approve policies for Network security incident management		X

3. Provide initial review (level 1) of security incidents and the determination if escalation to the County Information Security	X	
4. Identify and removal from the network of any PC virus/worm infected system		X
5. Identify and provide countermeasures for virus / worm attacks		X
6. Establish security audit policies		X
7. Provide technical expertise for Network security audits	X	
8. Collect and review all incidents reported by all other security services		X
9. Maintain a central repository of log files in accordance with the County policies and service levels including application specific and system specific log files	X	
10. Provide security reporting as required by Chief Information Security Officer	X	

Note: With regard to circuit SLAs, they shall not be applicable as a result of, and Contractor shall not be liable for, any failure or delay that occurs as a result of causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, terrorism, embargoes, government orders or any other force majeure event.

### 2.11.0 Service Management

A key objective of this outsourcing agreement is to attain service-level requirements (SLAs). Service Level Agreements (SLAs) and Project-specific SLAs are specified with Service Credits and Earn Back where business is impacted through failure to meet significant mission critical systems or services, or project milestones or objectives.

Contractor shall provide adequate staff to ensure server level Agreements and target are consistently met or exceeded. It will be the responsibility of the Contractor to provide additional staff as required, at no additional cost to the County, to consistently meet service level objectives.

Contractor shall provide written reports to the County regarding Contractor's compliance with the SLAs specified in this Statement of Work Schedule.

#### 2.11.1 Service Level Agreement (SLAs)

The following minimum service levels are required at the end of the Transition In Period. Contractor must consistently meet or exceed the following SLAs.

**All times referenced are in Central Time.**

Table 12. Network Availability SLAs

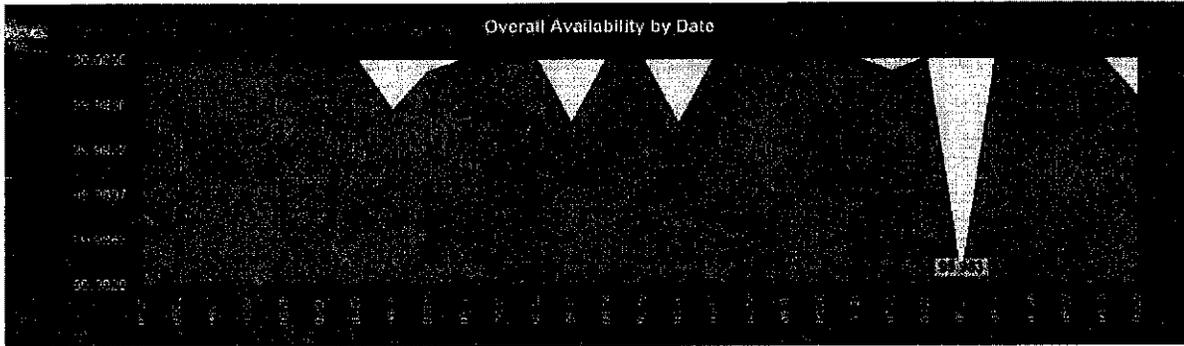
<b>DEFINITION</b>	<p>Network Availability is defined as the time during which the network is fully functioning as specified below and normal business operations can be carried out with no data loss, downtime, or performance degradation.</p> <p>All performance criteria are to be measured on a <b>per circuit and component basis</b>— criteria is <b>not</b> to be aggregated and averaged for all</p>
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<b>PRE-SCHEDULED DOWNTIME REQUIREMENTS</b>	All pre-scheduled maintenance shall be performed between the period beginning 0300 to 0600			
<b>Network</b>				
<b>Circuit Availability —Critical Locations</b>	Availability	Sun-Sat, 0000-2400	99.999%	
<b>Circuit Availability—Standard</b>	Availability	Sun-Sat, 0000-2400	99.90%	
<b>Internet Access Availability</b>	Availability	Sun-Sat, 0000-2400	99.999%	
<b>Router Availability - Critical</b>	Availability	Sun-Sat, 0000-2400	99.999 %	
<b>Router Availability - Standard</b>	Availability	Sun-Sat, 0000-2400	99.90 %	
<b>LAN Availability - Critical</b>	Availability	Sun-Sat, 0000-2400	99.99%	
<b>LAN Availability - Standard</b>	Availability	Sun-Sat, 0000-2400	99.90 %	
<b>VPN Availability</b>	Availability	Sun-Sat, 0000-2400	99.99 %	
<b>IP Dial Availability</b>	Availability	Sun-Sat, 0000-2400	99.99 %	
	Formula	Availability (%) = 100% - Unavailability (%) Where Unavailability is defined as: $(\sum \text{Outage Duration} \times 100\%) \div (\text{Schedule Time} - \text{Planned Outage})$		
	Measurement Interval	Monitor	Continuously, Measure Daily, Report	
	Measurement	TBD		

Circuit SLAs will be circuit provider SLAs

Contractor will provide a quarterly report such as the sample below.

99.999% Overall Network Availability



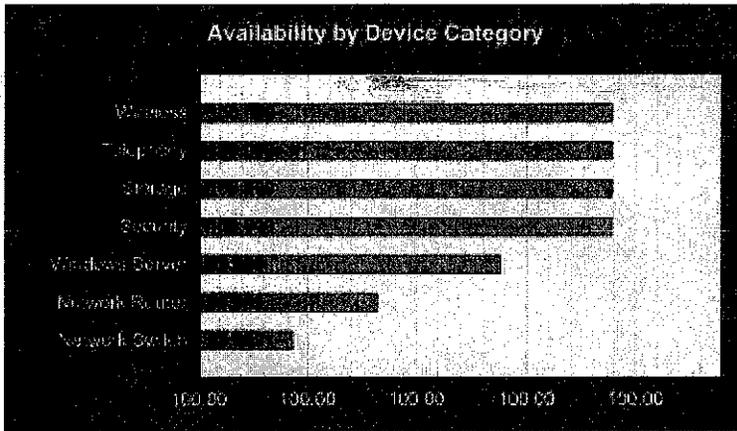


Table 13. Network Performance SLAs

**DEFINITION** Network Performance includes the ability of the network components to deliver data timely and accurately.

All performance criteria are to be measured on a *per circuit and component basis*— criteria is *not* to be aggregated and averaged for all circuits and network components. Maximum packet size is 128 bytes.

Network				
<b>Network Transit Delay</b>	Elapsed Time – round trip transit delay from ingress and egress ports on premise	120 ms	99.99%	
<b>Packet Delivery Ratio</b>	Successful packet transmission	99.9%	99.95% (data loss ≤ 0.05%)	
<b>Jitter</b>	Variation in timing, or time of arrival, of received	10 ms	99.95%	
	Formula – Transit Delay	$NTD = t2 - t1$ Where: t1 is the time when a packet leaves the ingress premise, and t2 is the times when the packet arrives at the egress premise		
	Formula – Packet Delivery	<b>Packet Delivery Ratio</b> = 1 minus PDR Where: "PDR" = Packets delivered/ packets sent.		
	Formula – Jitter	$J_1 =  T_i - T'_i $ Where: $J_1$ is for two consecutive packets i and		

		<p>i+1 and,  <math>T_i</math> = time 1st byte of packet is received by the source port (ingress time)  <math>T_{i+1}</math> = time 1<sup>st</sup> byte of packet i+1 is received by the source port (ingress time)  <math>T'_i</math> = time 1st byte of packet is received by the destination port (egress time)  <math>T'_{i+1}</math> = time 1<sup>st</sup> byte of packet i+1 is received by the destination port (egress time)  and  <math>\Delta T = T_{i+1} - T_i</math> (the time interval between packets at ingress)  <math>\Delta T = T'_{i+1} - T'_i</math> (the time interval between packets at egress)</p>
	Measurement Interval	Monitor every 5 minutes, Measure Daily, Report Monthly
	Measurement Tool	NetBrain, PRTG and SolarWinds

Table 14. Network Administration Services SLAs

**DEFINITION** Routers and circuits to be managed proactively using either product-specific or proprietary network monitoring and management tools. Measurement for these network components is 24x7x365 requirement. Pre-scheduled maintenance shall be performed between the period beginning 0300 to 0600, with the ability to reschedule based on network availability requirements from the various groups or clients.

Network Administration Services SLAs			
Administration Task	Service Measure	Performance Target	SLA
Network Service Capacity Reallocation -or Change	Proactive monitoring and preemptive intervention to advise the County of need to increase capacity.	Sustained avg. daily utilization reaches 60% of installed capacity	98%
IMAC– Implement service packs and updates to “dot” releases	Overall Schedule	<4 hours Note: Non-emergency IMACs should be performed during pre-scheduled maintenance hours	98.00%

IMAC—Implement version or major release updates	Overall Schedule	<24 hours Note: Non-emergency IMACs should be performed during pre-scheduled maintenance hours	98.00%
IMAC—service addition or change as scheduled under Change Control process	Elapsed Time	Increases of installed capacity within 2 months Decreases of installed capacity within 6 months	95.00%
Adding/deleting user accounts	Response Time	Mon–Fri, 0600–2100 Immediately	99.00%
<b>Firewall Management</b> Implementation of firewall changes related to changing, adding/deleting firewall rules.	Response Time	Emergencies: ≤2 hours Standard Requests: within normal change control parameters after submission by the County	99.00%
	Formula	Transactions completed within Performance Target / Total Transactions	
	Measurement Interval	Monitor Continuously, Measure Daily, Report Monthly	
	Measurement Tool	Time elapsed in Service Request Management tool such as County owned Cherwell	

Contractor Managed Services standard Incident and Change SLAs are provided below.

**Service Level Agreements – Incident**

Severity	Notification	SLA Commitment	Response SLA	SLA Commitment	MTTR (Mean Time to Repair)	SLA Commitment
P1	15 minutes	99.50%	1 hour	99.50%	8 hours	99.50%
P2	15 minutes	99.50%	2 hours	99.50%	NBD	99.50%
P3	48 hours	99.50%	48 hours	99.50%	Two Business Days	99.50%

**Service Level Agreements – Change**

Severity	Notification SLA	Implementation SLA	SLA Commitment
C1-Emergency	30 minutes	2 hours	99.00%
C2-Urgent	1 hour	8 hours	99.00%
C3-Planned	48 hours	Will be implemented within 2 business days if needed. Otherwise, the change will be scheduled during the weekly maintenance window or an alternate, agreed upon maintenance window approved by the customer.	99.00%

Table 15 Port Activation Services SLAs

**DEFINITION**

Port activation must be managed using either product-specific or proprietary tools. Measurement for these services is 24x7x365 requirement. Pre-scheduled maintenance shall be performed between the period beginning 3000 to 0600, with the ability to reschedule based on network availability requirements from the various groups or clients.

Port Activation Services SLAs			
Management Task	Service Measure	Performance Target	SLA
Activate Ports	Overall Schedule	<4 hours	98.00%
	Formula	Transactions completed within required time / Total Transactions	
	Measurement Interval	Monitor Continuously, Measure Daily, Report Monthly	
	Measurement Tool	TBD	

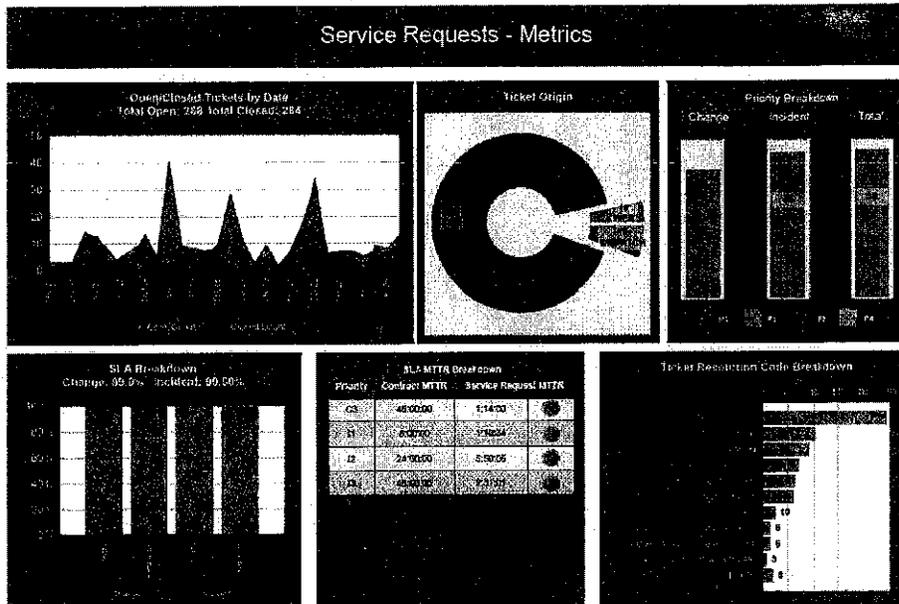
Contractor will utilize existing County measurement tools, once identified. Port Activation SLAs to be reviewed and negotiated. Standard Change Management SLAs are outlined below.

### Service Level Agreements – Change

Severity	Notification SLA	Implementation SLA	SLA Commitment
C1-Emergency	30 minutes	2 hours	99.00%
C2-Urgent	1 hour	8 hours	99.00%
C3-Planned	48 hours	Will be implemented within 2 business days if needed. Otherwise, the change will be scheduled during the weekly maintenance window or an alternate, agreed upon maintenance window approved by the customer.	99.00%

As part of Contractor's Managed Services, monthly and quarterly Reviews (QBR) will be performed. This includes an Executive Summary outlining service delivery metrics and target measurements.

### 2.11.2 Monthly Sample Metrics Report:



### 2.11.3 Service Credits and Earn Back

For each Service Level defined in the SLA Section, the Contractor shall provide Service Credits offered in the event a service level is not achieved within any monthly invoice period.

The following is how the credit value reflected in Appendix 10.4 Service Level Credits

#### First Year

(The value of the annual services fees)/12 = fees per month (\$1,568,300/12) = \$130,691.7

(Fees per month/Total Device count in Appendix 8.1) = Credit value per device, per month

(\$130,691.70/1852) = \$70.57 except five (5) times value for critical devices – see section 10.4

#### Second Year

(Fees per month/Total Device count in Appendix 8.1 updated) = Credit value per device, per month

#### Third Year

(Fees per month/Total Device count in Appendix 8.1 updated) = Credit value per device, per month

#### Fourth Year

(Fees per month/Total Device count in Appendix 8.1 updated) = Credit value per device, per month

#### Fifth Year

(Fees per month/Total Device count in Appendix 8.1 updated) = Credit value per device, per month

### **3.0 Network Consulting Services**

Contractor must provide Consulting Services related to Network Operations and functionality that may not be expressly addressed in this Statement of Work.

Contractor may act as a medium with various network vendors and manufacturers for the sole purpose of showcasing new technology and providing a controlled environment and test lab to understand and evaluate new manufacturer's equipment in a secure environment.

#### **3.1 SAN Network and Internal Switch Support**

Upon County's written Request, Contractor will provide SAN Network and Switch Support as needed on an hourly basis. Contractor shall support, diagnose, troubleshoot, repair or replace virtual and SAN Environments including, but not limited to, equipment manufactured by HP, Dell and EMC among others. The current state of Cook County Government County Bureau of Technology SAN environment includes Dell Compellents and HP SANs.

Contractor must have personnel with the skillsets to provide support and diagnostics on Virtual and SAN Environments include equipment manufactured by HP, Dell and EMC among others. The current state of Cook County Bureau of Technology SAN environment includes Dell Compellents and HP SANs.

At the written request of the County and as part of Network Consulting Services, Contractor will provide a Network SAN engineer on an hourly basis. The engineer will be certified and experienced to work on the Dell, HP, and EMC platforms and will have virtualization experience working with both VMware and Microsoft Hyper-V solutions. Contractor shall provide SAN installation, troubleshooting, and configuration services such as:

- Hardware configuration (Power on, connect serial cable, open session, open emulator and configure to use as serial port)
- Delete startup configuration
- Disable Data Center Bridging (DCB)
- Configure out of band (OOB) management port
- Http and Telnet authentication
- Configure login credentials
- Configure flow control
- Configure Jumbo MTU for all ports
- Configure spanning tree port fast on edge ports
- Configure VLAN
- Save configuration

Hourly Rates for Network Consulting Services Are outlined in [Appendix 10.2 Network Consulting Services](#)

### **4.0 Network Equipment & Warranty Purchases**

Contractor must provide, or purchase on behalf of the County, network hardware, software, ancillary equipment, peripherals, servers and maintenance coverage necessary to support to keep the network in a steady or optimal state. Note that this contract is not intended to be a primary vehicle for hardware and software purchases. The County maintains separate contracts for regular hardware and software purchases, but may optionally request the Contractor to provide equipment on a limited basis. All such assets are to

be property of Cook County. Contractor will be responsible for notifying Cook County of associated warranty periods and future maintenance requirements. The rates will be expressed as a percentage off manufactured list price as set forth in Appendix 10.3 Network Equipment Pricing

## **5.0 Key Personnel**

Contractor shall identify the key proposed personnel committed to the engagement. The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined in the County's best interest. Contractor must adequately staff to meet the full requirements within this STATEMENT OF WORK. All key personnel must be committed to the engagement without competing priorities.

Contractor will be responsible for staffing skilled and appropriately certified Data Network Management staff to meet the qualification requirements set forth in this Statement of Work and will schedule appropriate training to ensure proficiency is maintained.

Contractor will designate a Program Manager and an adequate number of on-site engineering and other personnel to deliver all services described in this STATEMENT OF WORK to all agencies and locations in scope.

Contractor must have highly trained and qualified personnel capable of being cycled into the Cook County Network environment for any job related function within an area of expertise such as network design, network support, network monitoring, network tool installations, network hardware configuration, and network installations.

Contractor must provide Network Consulting Services related to Network Operations and functionality that may not be *expressly* addressed in this Statement of Work. These services will be on a Time and Materials (Hourly basis) and considered to be included in this Statement of Work for the duration of the Contract.

Upon written request of the County, Contractor shall supply additional personnel as needed on T & M basis to address critical emergency services that may arise if beyond capacity of existing staff.

### **Staffing Role Qualifications**

#### **A. Senior Network Engineer**

The assigned Senior Network Engineer is the technical liaison for projects requiring connectivity to the Cook County WAN. This position must possess a minimum of seven (7) years continual computer networking experience. The Senior NE will also be fully experienced in troubleshooting LAN/WAN/Wireless network connectivity issues utilizing diagnostic and analysis tools to isolate and repair complex network troubles.

Requirements: All Network Engineer II requirements PLUS;

- Must possess excellent oral and written communication skills as well as executive level presentation skills.
- CCIE, CCNP or equivalent experience
- Experience with Network design and solution design
- Strong knowledge of routing protocols, especially BGP, OSPF, EIGRP
- Experience working with Cisco security products such as Cisco ASA's
- Cisco Mobile Access Router knowledge and experience Network Associates Sniffer
- Network monitoring and security knowledge
- Experience working with Network Load Balancer

#### **B. Network Engineer II**

The assigned Network Engineer II is responsible for maintaining and implementing WAN/LAN systems. This position must possess a minimum of five (5) years continual computer networking experience. The NE II must be able to maintain the network management platforms, firewall security, RAS system, and others as required.

Requirements: All Network Engineer I requirements PLUS;

- Must possess excellent oral and written communication skills.
- CCNP or equivalent experience
- Experience with Cisco Nexus platform-5k, 7k
- Experience working on Cisco Catalyst 6500 series switches
- Experience working with enterprise or carrier class Cisco routers
- Strong knowledge of TCP/IP
- DNS/DHCP knowledge and experience
- Cisco firewall software configuration and management experience
- Network monitoring and security knowledge
- Remote Access implementation using VPN and Dial-Up
- Wireless Networking

#### **C. Network Engineer I**

The assigned Network Engineer I will be responsible for on-going support and network trouble resolution. Primary responsibility is to work with network end-users regarding connectivity issues and to coordinate service delivery from various communication providers.

Requirements:

- Must possess excellent oral and written communication skills.
- Cisco CCNA or equivalent experience
- TCP/IP configuration and addressing experience
- Experience with network management tools i.e. Cisco Prime, PRTG, SolarWinds
- Knowledge of TCP/IP OSPF design using CIDR and VLSM Network monitoring and security knowledge

#### **D. Technical Project Manager**

The assigned Project Manager must possess a minimum of four (4) years' experience as a Technical Project Manager. Duties include generating reports, meeting project timelines, and manpower management. The Project Manager must be well versed in the use of Microsoft Project Management, Microsoft Visio, as well as the Microsoft Office Suite. The Project Manager will be the primary point of contact for initiating new network connections and planning for the required resources to meet project objectives.

Requirements:

- Excellent oral, written, supervisory, organizational, and presentation skills
- A working knowledge of Microsoft suite of application software with a proven ability to manage all aspects of a technical project. Project management certification or equivalent experience required.
- A proven ability to manage and motivate people

#### **E. Operations Manager**

The assigned Operations Manager is responsible for the day-to-day operation of the command center with logistical supervision of the personnel assigned to the center.

Requirements:

- Excellent oral, written, supervisory, organizational, and presentation skills
- A proven ability to work under time constraints and pressure situations arising from major network outages
- A working knowledge of Microsoft suite of application software
- Assign incident and request tickets based on engineer's availability and skill level and conduct end user follow-up as needed
- Generate call ticket reports for presentation and reporting metrics

## **6.0 Data Ownership, Access and Retention**

All **County Data** shall be and remain the sole and exclusive property of the County. The Contractor will treat County Data as Confidential Information. The Contractor will be provided a license to County Data hereto under for the sole and exclusive purpose of performing its obligations under this Agreement, including a limited non-exclusive, non-transferrable license to transmit, process, and display County Data ~~only~~ to the extent necessary in the provisioning of the Services and not for the storage or recording of County Data. The Contractor will be prohibited from disclosing County Data to any third party without specific written approval from the County. The Contractor will have no property interest in, and may assert no lien on or right to withhold County Data from Cook County.

Contractor is expected to acknowledge and accept, or state any objections to Cook County data use and ownership. Furthermore, the response must state whether Contractor will meet the following data-related system requirements:

At all times, the County shall be able to receive County data, associated metadata, and reasonably granular subsets thereof, as well as any associated files or attachments, from the System in a useable, encrypted format.

Upon termination of the contract and at the County's written request, County shall destroy County Data, including backups and copies thereof, according to NIST standards or as otherwise directed by the County.

The System shall have the ability to retain County data in a manner that is searchable and capable of compliance with records retention laws and best practices.

At no time may Contractor suspend or terminate County's access to County Data or the System for breach of contract or term or condition relating to the System without giving the County reasonable notice and opportunity to cure according to the County's dispute resolution process.

## **7.0 Licensing, Warranties and other terms and conditions**

Contractor represents and warrants that that will abide by any license agreement if utilizing County tools and licenses. Contractor also warrants that any of their own licenses utilized by the Contractor during this engagement are legally licensed, or owned for their use and any parties they designate.

## **8.0 Intellectual Property**

Contractor's deliverables may be considered "works made for hire" otherwise assigned to, or owned by the County. Contractor must state its agreement or must state any objection to this section. Specifically, County must address intellectual property ownership individually with respect to each of the following in its SOW:

Commercial-off-the-shelf software or software components;

1. Software customizations;
2. Database and network schemas;
3. County Data
4. Workflows;
5. Project Plans;
6. Documentation;
7. Training materials;
8. Other Deliverables.

## **9.0 Data Security and Compliance**

Contractor must protect County Data within each of the following additional data security categories:

- Password configurations (e.g., complexity, aging, etc.);
- Authentication configurations (e.g., active directory, encrypted data exchange, hash, etc.);
- Encryption configurations (e.g., symmetrical AES-256, asymmetrical RSA 2048, etc.) for both data at rest

and data in motion;

- Logging/Auditing capabilities (e.g., verbose user tracking and reporting, etc.);
- Personnel security (e.g., extensive background checks, annual recheck, etc.);
- Web Application configurations (e.g., SQL injection protection, buffer overflow, etc.);
- HIPAA, HITECH and the rules promulgated thereunder;
- Payment Card Industry standards, including but not limited to PCI- DSS and PCI PA-DSS;
- NIST 800-53, as revised;
- ISO 27001/27002, as revised.

## 10.0 Business Continuity and Recovery

Contractors must be able to provide the services continuously 24x7x365 from the County's Network Control Center, from the Contractor's Network Control Center, or remotely by the Contractor's on-call personnel.

Contractors shall, in the event of a technology or other failure at the County's Network Control Center, meet required service levels using relocated staff or alternate staff with the necessary skills.

Contractors must implement Crisis Management, Business Continuity and Disaster Recovery Plans, subject to County approval, which the County will not reasonably withhold. These plans must outline how the Contractor will support the County at the alternate site, including backup staff required to implement the plan in an emergency if the Contractor's primary staff is unavailable. Such plans shall also include a minimum of annual testing in coordination with the County.

Contractor must specify their plan to maintain the service levels if their primary staff assigned to work at the County becomes unavailable due to widespread illness, physical incapacitation, transportation stoppages, or other circumstances that prevent staff from reporting to work at the County.

If the Contractor intends to use the Contractor's own Network monitoring hardware or software that is hosted at its own data center or a third-party, the Contractor must individually address each the following requirements and provide sufficient detail on whether and how it meets the following requirements:

- Contractors must have an automated backup and recovery capability for the system and application, including incremental and full back-up capabilities. Additionally, system backups must be accomplished without taking the application out of service and without degradation of performance or disruption to County operations.
- Contractors must be able to provide the service from at least two geographically diverse data centers that do not share common threats (e.g. the data centers cannot be in the same earthquake zone, likely hurricane path, same flood zone, etc.). The data centers must at a minimum meet Tier III standards for redundancy of power, telecommunications, HVAC, security, fire suppression, and building integrity.
- Contractors must specify whether, in the event of a technology or other failure at the primary processing center, the alternate system will meet High Availability, for which the County's use should be identical regardless of which location is processing the County's work. Contractors must specifically describe how the System meets such tier:

Category	Availability	RTO	Characteristics & RPO
High Availability	99.982%	Intra-day	Typically involves data replication to a hot-Site for each transaction or at short intervals, like 15 minutes.

Contractors must specify the System has proven Recovery Time Objectives and Recovery Point Objectives in case the primary site becomes unavailable.



## 11.0 Auditing Requirements

At the request of the County, Contractor must individually address each the following requirements and provide sufficient detail on whether and how it meets the following requirements:

- Contractor will provide annual SOC 2, Type 2 audit reports, or other SSAE-16 audit reports, to the County;
- The County will have the right to access and audit Contractor's System and Hosting;
- County will have the right to request reasonable adjustments at County's expense where those requests are based upon audit findings pertaining to the System or Hosting.

## 12.0 Transition Out and Exit Requirements

Contractor must individually address each the following requirements and provide sufficient detail on whether and how it meets the following requirements:

- Contractor shall reasonably specify all foreseen exit and transition out requirements and associated costs, including those related to time, documentation, Contractor's employees and County's employees;
- Upon termination of the Contract and County request, Contractor shall destroy County Data, including backups and copies thereof, according to NIST standards or as otherwise directed by the County.
- Contractor shall cooperate with the County to determine an optimal transition time, no less than 90 days in advance, given the degree of complexity such as the County's network. Contractor will continue billing for services and pare down support staff as the new contract holders become trained and familiar with the network.
- Contractor will provide transition support to new vendor for up to six months after contract termination at the resource rates then in effect for any support required, including but not limited to below items
- Contractor's transition out and exit plan shall include the following task listed below:
  - Produce complete documentation, in the form of a procedures manual for NCC operation and supplemental documents, which shall at a minimum include:
    - Detailed IP address schemes;
    - Detailed network diagrams of all County WAN and LAN segments and all current- state network elements;
    - Safe and secure communication to the County of all device passwords for routers, switches, firewalls, appliances and other devices under the control of Contractor;
    - Detailed BGP/OSPF design;
    - Detailed QOS configuration;
    - All current standard operating procedures;
    - Detailed wireless diagram identifying all access point locations;
    - Detailed firewall configuration with rules standards;
    - Detailed VPN configuration and policies;
    - Provide a list of all current projects in process;
    - Identifying for County approval all network tools available for supporting the network;
    - Provide for County approval a call history, project, and network performance reports utilizing County supplied programs;
    - Training County staff and any subsequent third parties supporting or performing WAN support responsibilities for County for at least 90 days and paid at rate card available rate.

### 13.0 Invoicing and Payment

Invoicing & Payments shall be delineated into three separate categories of charges:

#### 13.1. Monthly Fixed Fee:

This is the monthly recurring charge for Network Services Described in Section 2.0 Scope of Network Services and as depicted by Appendix 10.1 monthly fixed fee.

The Monthly Fixed Fee Shall be invoiced on a monthly basis.

All Sentinel services and product purchases will be invoiced monthly and payments should be sent to

Sentinel Payment address/bank/payment (Sentinel Please complete)

Payment terms 2%/45 net 60.

#### 13.2 Network Consulting Services-

Network Consulting Services are services related to Network Operations and functionality that are not expressly addressed in Section 2.0 Scope of Network Services, or for large scoped projects with immediate completion times requiring additional resources to meet deadlines.

Contractor shall charge these services on a Time and Materials (Hourly basis) over the duration of the contract. The hourly rates for Network Consulting Services are outlined in Appendix 10.2.

The hourly rate for network consulting services shall be fixed for the term of the contract and subsequent renewal periods if optioned by the County.

To authorize additional Network Consulting Services

1. The County Director of Telecommunications shall present Contractor with a Request for Quote with a list of deliverables and acceptance criteria
2. Contractor shall respond with a proposed service work order, and Fixed Cost estimate
3. If approved, County shall issue a service work order, referencing an Open Purchase Order with approved funds, or issue a separate Purchase order in the amount of the Contractor Quote
4. Upon receipt of the work order, Contractor is authorized to proceed with work
5. Contractor shall invoice upon completion of the work and acceptance of deliverables, or otherwise invoice monthly for progress billing equal to the percentage of project complete. To initiate progress billing option, Contractor must propose this option in the initial quote and the County shall either accept or deny the option on an individual case basis. Progress billing will not be authorized if not proposed by Contractor accepted by the County prior to the work authorization.

#### 13.3 Equipment & Warranty Purchases

The County maintains separate contracts with outside vendors for regular hardware purchases, but may optionally request that Contractor to provide equipment on a limited basis.

To keep the Network operational, Contractor may be required to provide or purchase equipment and

equipment warranties such as Cisco SMARTnet or equivalent, on behalf of Cook County, or other third party maintenance vendors

The Contractor shall charge the County a flat percentage discount off manufacturer catalog price as outlined in Appendix 10.3 Note that this contract is not intended to be a primary vehicle for equipment purchases.

Upon the request from County, Contractor shall supply a quote for requested equipment or equipment manufacturer warranty or equivalent. If approved, County shall issue a purchase order, or else issue an emergency authorization from an Authorized County Representative

Equipment purchases made by Contractor on behalf of County shall be invoiced upon receipt by County, and equipment title will transfer to County upon receipt and payment by County.

## 14.0 Schedule of Contract Value Calculation

The Contract Dollar value is estimated to be \$ 11,158,838.00. The following summarizes the estimated contract dollar value over the full term of the agreement. The table is an estimate of forecasted expenditures and is in no way a guarantee of amounts due to Contractor.

### Monthly Fixed Service Fee

	Annual Cost	Monthly Service Fee
YEAR 1 SUBTOTAL	\$ 1,568,300	\$130,692
YEAR 2 SUBTOTAL	\$ 1,537,420	\$128,118
YEAR 3 SUBTOTAL	\$ 1,568,811	\$130,734
YEAR 4 SUBTOTAL	\$ 1,600,815	\$133,401
YEAR 5 SUBTOTAL	\$ 1,633,492	\$136,124
<b>Total Contract Value of Monthly Service Fee</b>	<b>\$ 7,908,838</b>	

### Estimated Network Consulting Fees

YEAR 1 CONTINGENCY	\$ 50,000	
YEAR 2 CONTINGENCY	\$ 50,000	
YEAR 3 CONTINGENCY	\$ 50,000	
YEAR 4 CONTINGENCY	\$ 50,000	
YEAR 5 CONTINGENCY	\$ 50,000	
<b>Total Contract Value of Monthly Service Fee</b>	<b>\$ 250,000</b>	

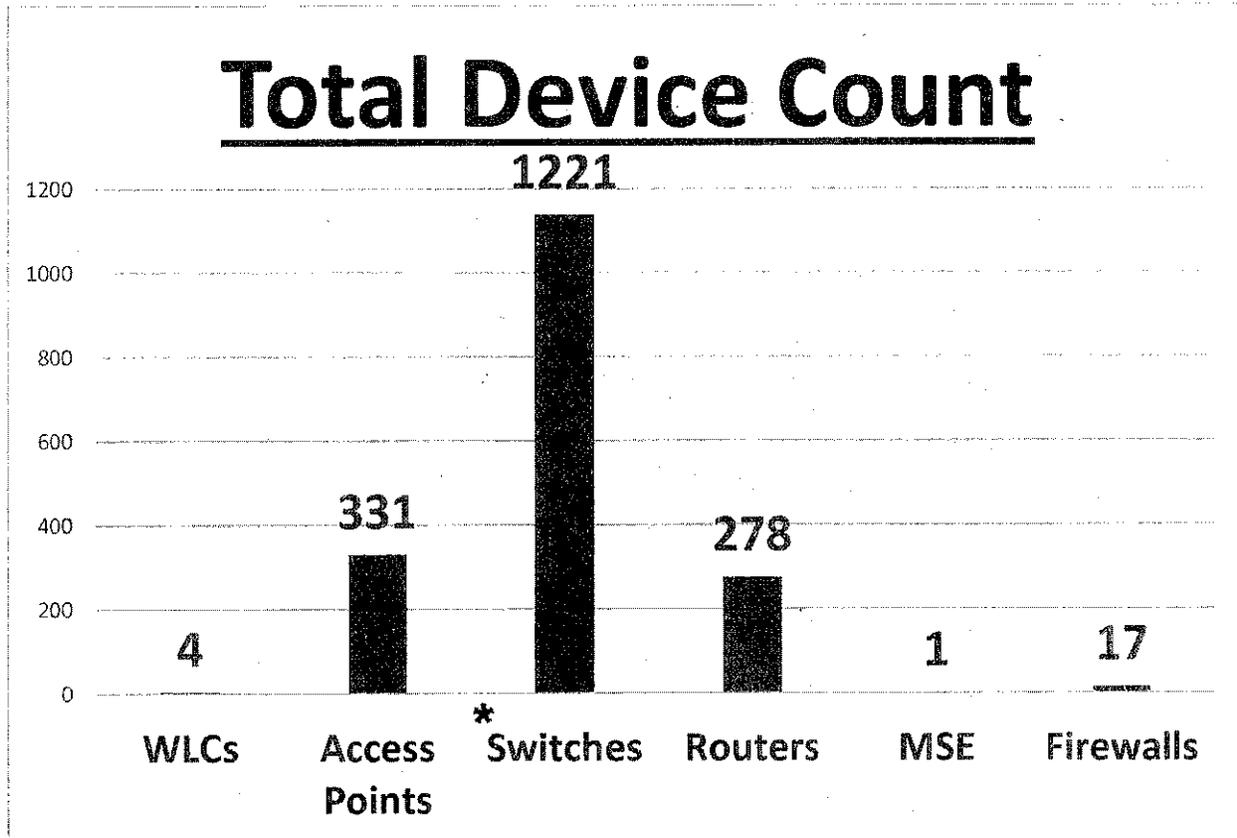
### Estimated Equipment & Warranty Purchases

YEAR 1 Estimated Spend	\$ -	
YEAR 2 Estimated Spend	\$ 750,000	
YEAR 3 Estimated Spend	\$ 750,000	
YEAR 4 Estimated Spend	\$ 750,000	
YEAR 5 Estimated Spend	\$ 750,000	
<b>Total Contract Value of Monthly Service Fee</b>	<b>\$ 3,000,000</b>	

<b>Total Estimated Contract Value</b>	<b>\$ 11,158,838</b>	
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## Appendix 1 Data Network Equipment

Please Note that the switch count is defined as the total number of switch stacks and not the individual the total count of switch devices. This is a current snapshot at time of SOW issuance Device counts are constantly changing due to ongoing project.



### WLC's

Software Version	Number of Controllers
4.1.171.0	1
5.2.178.0	1
6.0.196.0	1
7.6.120.0	1

4

Model Name	Number of Controllers
AIR-CT5508-K9	2
AIR-WLC4404-100-K9	2

**Wireless Access Points**

<b>Software Version</b>	<b>Number of APs</b>
7.6.120.0	245
5.2.178.0	42
12.3(8)JEA3	16
4.1.171.0	8
6.0.196.0	3
7.4.100.0	3
12.4(10b)JA1	2
12.4(25d)JA1	2
<b>Model Name</b>	<b>Number of APs</b>
AIR-CAP3602I-A-K9	247
AIR-LAP1142N-A-K9	46
AIR-BR1310G-A-K9-R	18
AIR-LAP1242AG-A-K9	14
AIR-LAP1131AG-A-K9	3
AIR-AP1142N-A-K9	2
AIR-AP1231G-A-K9	1

**SWITCHES**

<b>Model Name</b>	<b>Number of Switches</b>
Cisco 3750 Stackable Switches	505
Cisco Catalyst 2950C 24 Switch	228
Cisco Catalyst 2950 24 Switch	110
Cisco Catalyst 2924C XL Switch	90
Cisco Catalyst 3850 48P	90
Cisco Catalyst 3850 24P	55
Cisco Catalyst 3560E-48TD-E,S Switch	22
Cisco Catalyst 2912 XL Switch	20
Cisco Catalyst 2924 XL Switch	19
Cisco Catalyst 6509 Switch	15
Cisco Catalyst 2960S	14
Cisco Catalyst 6509-V-E Switch	14
Cisco Catalyst 3550 48 Switch	9
Cisco Catalyst 4506 Switch	4
Cisco Catalyst 2950T 24 Switch	4
Cisco Nexus 7000 9-Slot Switch	3
Cisco Catalyst 2950SX 48 SI Switch	2
Cisco Catalyst 2960G-48TC Switch	2
Cisco Catalyst 3550 24 Switch	2
Cisco Catalyst 4500 Virtual Switching System	2
Cisco Nexus 7000 10-Slot Switch	2
Cisco Catalyst 2912MF XL Switch	1
Cisco Catalyst 2950 12 Switch	1
Cisco Catalyst 2950SX 24 Switch	1
Cisco Catalyst 2950T 48 SI Switch	1
Cisco Catalyst 3550 12G Switch	1
Cisco Catalyst 3560-48PS Switch	1
Cisco Catalyst 5505 Switch	1
Cisco Catalyst Blade Switch 3020 for HP	1
Cisco Nexus 5548UP Switch	1
	<b>1221</b>

Software Version	Number of Switches
12.2(35)SE5	165
12.0(5.3)WC(1)	133
12.2(55)SE5	133
03.03.04SE	129
12.1(11)EA1	69
12.2(50)SE2	65
12.0(5.2)XU	46
12.0(5)XU	40
12.1(12c)EA1	25
12.1(19)EA1d	20
12.1(13)EA1	19
12.2(25)SEB4	17
12.2(25)SEE1	16
12.0(5.1)XP	15
12.2(33)SXJ5	15
03.02.02.SE	13
12.1(14)EA1a	13
12.1(6)EA2c	13
12.2(25)SEE2	12
12.2(35)SE2	12
12.1(22)EA8a	11
12.2(37)SE1	10
12.1(22)EA8	9
12.2(20)SE4	8
12.2(55)SE3	8
12.2(55)SE7	8
6.1(4)	8
03.02.03.SE	7
12.1(22)EA6	7
12.1(20)EA1a	6
12.2(18)SXD6	6
12.1(19)E1	5
12.2(50)SE3	5
12.1(13)EA1a	4
12.2(40)SE	4
12.1(9)EA1	3
12.2(25)SEB2	3
12.2(55)SE1	3
12.1(22)EA10a	2
12.2(20)EWA	2
12.2(33)SXJ6	2
5.2(1)N1(7)	2
03.05.01.E	1
03.05.02.E	1
12.1(13)EA1b	1
12.1(19)EA1c	1
12.1(22)EA1	1
12.1(22)EA2	1
12.1(22)EA4	1
12.1(22)EA9	1
12.2(25)SEC2	1
12.2(25)SEE3	1
12.2(33)SXH8b	1
12.2(35)SE	1
12.2(46)SE	1
12.2(50)SE1	1
12.2(53)SE2	1
12.2(58)SE2	1
15.0(2)SE7	1
15.1(4)M4	1

**ROUTERS**

<b>Model Name</b>	<b>Number of Routers</b>
Cisco 2821 Integrated Services Router	89
Cisco 2801 Integrated Services Router	53
Cisco 2610 Multiservice Platform	47
Cisco 2811VE Integrated Services Router	23
Cisco 7603 Router	9
Cisco 2620 Multiservice Platform	7
Cisco 7609 Router	7
Cisco 2901 Integrated Services Router G2	6
Cisco 3251 Mobile Access Router Card	5
Cisco 3925 Integrated Services Router G2	5
Cisco 7204 Router	5
Cisco 2921 Integrated Services Router G2	3
Cisco 7204VXR Router	3
Cisco 7206VXR Router	3
Cisco 7604 Router	3
Cisco 2611 Multiservice Platform	2
Cisco 7606-S Router	2
Cisco 1841,1841VE Integrated Services Router	1
Cisco 2612 Multiservice Platform	1
Cisco 2621 Multiservice Platform	1
Cisco 2911 Integrated Services Router G2	1
Cisco 3845 Integrated Services Router	1
Cisco 7613 Router	1
	<b>278</b>

**CISCO Mobility Service Engine**

Version	Number of MSEs
7.2.110.0	1
Device Name	IP Address
MSE1	

**FIREWALLS**

Device Name	OS	Model
ASA-INT-HTW	8.2(1)	5540
InterGovernmentFW	8.2(1)	5520
InternetFW	8.2(5)	5540
69W24FI-Elec-5510	8.2(1)	5510
CCWAN-VPN	8.0(4)	5505
Cert-ASA-5510	8.2(2)	5510
vpn-cookcounty	8.2(1)	5510
Rolling Med	Secure Platform	Check Point NGX (R60) HFA_06, Hotfix 606
MaywoodFW	8.2(1)	5510
MKCHFW	8.2(1)	5510
skokie-fw1	8.2(1)	5510
BVCH-FW	8.2(1)	5510
ICN FW	9.0(2)	5585-SSP-60
Employee VPN FW	8.2(1)	5510
S2S VPN FW	8.0(4)	5505
Des Plaines FW	9.1(2)	5525E

**SAN NETWORK HARDWARE**

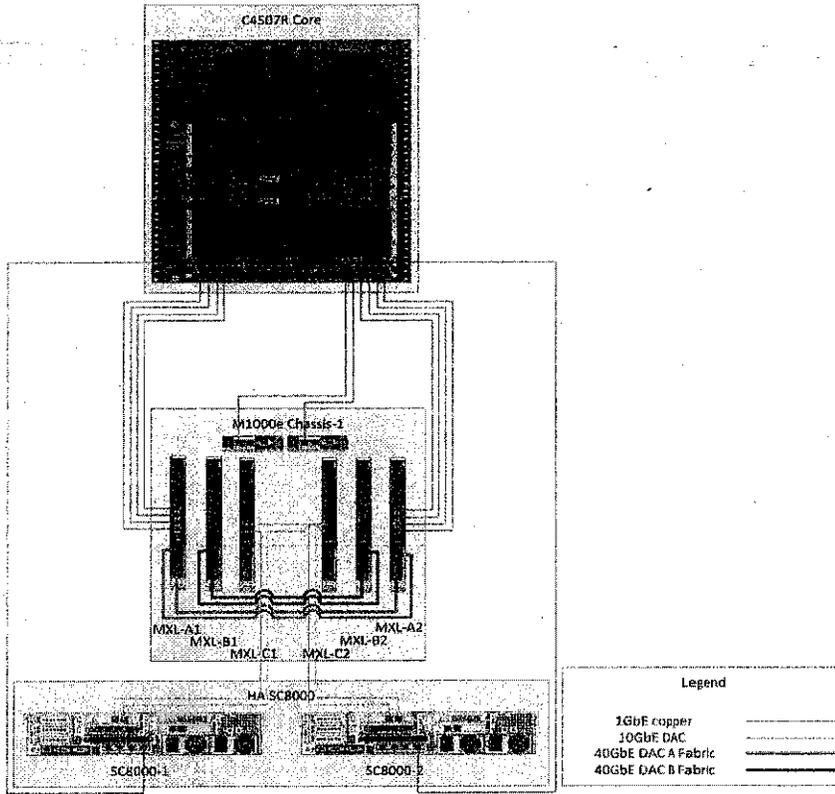
Dell Order No.	SKU No.	Description	Quantity
595036290	223-3244	ENCLOSURE,NO BLADES,PE M1	1
595036290	951-2015	INFO,PSP TECH SPT CONTACT	1
595036290	951-3665	PSPMC 4H7X24 OS,PE M1000e	1
595036290	951-3666	PSPMC 4H7X24 OS,PE M1000e	1
595036290	951-3691	PSPMC TECH SPT,PE M1000e,	1
595036290	989-0728	HW WRTY + SVC,PEM1000e,UN	1
595036290	989-0747	HW WRTY + SVC,PEM1000e,UN	1
595036290	989-0689	INSTL,PEM1000e	1
595036290	926-2979	MAINTENANCE DECLINED	1
595036290	996-3189	EDT CNSLT 3 Yr. 3 Pack RCS	1
595036290	331-0824	RDT HE PWR SPLY (3+3 2700	1
595036290	311-7787	REDUNDANT CHASSIS MGMT CN	1
595036290	342-1668	Flex Address Plus Enabled	1
595036290	342-2666	RDNT CMC Ext Storage Crd	1
595036290	420-1908	NO OS, MEDIA KIT	1
595036290	310-9694	OPENMANAGE CD KIT,M1000ES	1
595036290	330-4117	USER GUIDE, M-SERIES BLAD	1
595036290	330-4117	USER GUIDE, M-SERIES BLAD	1
595036290	331-4356	OPENMANAGE CD KIT,M620	1
595036290	311-8060	REDUNDANT ENET SWITCH CON	1
595036290	311-8060	REDUNDANT ENET SWITCH CON	1
595036290	311-8060	REDUNDANT ENET SWITCH CON	1
595036290	310-9952	M-SERIES MPK PROC LABEL,	1
595036290	310-9689	RAPIDRAIL-DELL/HPQ,SQUARE	1
595036290	430-2628	AVOCENT INT KVM SW,ANALOG	1
595036290	330-0146	PWRCRD,QTY3,2FT,C19/C20	2
595036290	470-AAAGP	Dell, 3m SFP+ DAC Cable	8
595036290	331-8185	10GBast-T 4port Module	2
595036290	310-9696	SERIAL I/O MGMT CBL,PCM62	1
595036290	331-8187	SFP+ 10GbE 4prt Module	6
595036290	331-8184	User Guide, F10 MXL Switch	1
595036290	470-AAIB	Dell, QSFP+ Direct Attach	4
595036290	310-9709	BLADE BLANKING PANEL	8
595036290	331-8735	Standard Air	1
595036290	210-ABVM	PowerEdge M620 Blade Server	8
595036290	389-BDFT	PowerEdge M620 Regulatory	8
595036290	400-ABHQ	Hard Drive Blank	8
595036290	591-BBBM	PowerEdge M620 Motherboard	8
595036290	420-6320	NO OPERATING SYSTEM	8
595036290	430-4398	BCOM 57810-k 2pt 10GB KR	8

595036290	430-4401	BCOM 57810-k,DP,10G KR,Me	8
595036290	430-4401	BCOM 57810-k,DP,10G KR,Me	8
595036290	420-1908	NO OS, MEDIA KIT	8
595036290	936-2207	HW WRTY + SVC,PE M/FC620,	8
595036290	939-5208	HW WRTY + SVC,PE M/FC620,	8
595036290	951-2015	INFO,PSP TECH SPT CONTACT	8
595036290	951-6571	PSPMC 4H7X24 OS,PE M/FC62	8
595036290	951-6577	PSPMC 4H7X24 OS,PE M/FC62	8
595036290	951-6594	PSPMC TECH SPT,PE M/FC620	8
595036290	985-0937	INSTL,PE SERVER,LWT	8
595036290	926-2979	MAINTENANCE DECLINED	8
595036290	310-5171	NO DOCUMENTATION	8
595036290	330-4118	SYSTEM PART OF MULTIPACK	8
595036290	421-5357	12G iDRAC7 Ent for Blades	8
595036290	331-4358	Serial-Attach SCSI Backpl	8
595036290	331-4951	Standard Cooling	8
595036290	342-3508	Hardware RAID 1	8
595036290	331-4365	H310 Controller	8
595036290	331-4361	PEM620 HEAT SINK,2 PROCs,	8
595036290	338-BDBD	E5-2650v2,2.6,20M,8.0GTs,	8
595036290	317-8688	DIMM Blanks for Systems w	8
595036290	331-4361	PEM620 HEAT SINK,2 PROCs,	8
595036290	338-BDBS	E5-2650v2,2.6,8.0GTs,8C,9	8
595036290	370-AAWL	16GB RDIMM,1866 MT/s,DR,x	128
595036290	370-AAWM	1866 MHz RDIMMs	8
595036290	331-4428	Performance Optimized	8
595036290	342-3495	HDD,300GB 10K SAS,6G,2.5,	16
595036290	310-5171	NO DOCUMENTATION	8
595036290	225-3527	F10 MXL 10/40Gb Bld Sw, F	6
595036290	935-1685	HW WRTY + SVC,F10MXL10/40	6
595036290	935-1725	SW SUPPORT,F10MXL10/40GbE	6
595036290	935-2665	HW WRTY + SVC,F10MXL10/40	6
595036290	951-2015	INFO,PSP TECH SPT CONTACT	6
595036290	951-5145	PSPMC 4H7X24 OS,F10MXL10/	6
595036290	951-5151	PSPMC TECH SPT,F10MXL10/4	6
595036290	951-5153	PSPMC 4H7X24 OS,F10MXL10/	6
595036290	934-9197	INST,IMP,AL2,F10,1,S-SRS,	6
595036290	973-2426	INFO Declined Remote Cons	6
596141552	225-3476	SC8000 Controller (1st, N	1
596141552	331-8408	US or Canada Shipment	1
596141552	931-7307	INFO,COPILLOT TECH SPPT CO	1
596141552	933-5296	HW WRTY,CMLSC8000,INIT	1
596141552	934-2065	HW WRTY,CMLSC8000,EXT	1

596141552	972-5175	COPILOT 4H7X24 OS,CMLSC80	1
596141552	972-5176	COPILOT 4H7X24 OS,CMLSC80	1
596141552	972-5183	COPILOT TECH SPT,CMLSC800	1
596141552	931-0987	IMP,COMPL,STRG,ARY,ENVRN,	1
596141552	987-2559	**SCRF or CPOD REQUIRED**	1
596141552	972-5213	SW SPPT, STG CENTER EXP B	7
596141552	430-4772	512MB Cache NVRAM Card	1
596141552	319-0597	64GB Memory	1
596141552	430-4774	IO,10Gb iSCSI,2P,Cop,PCI-	1
596141552	430-4818	IO,6GbSAS,4P,PCIE,LP,2x2m	1
596141552	421-8529	Stg Center SW Bundle, Bas	1
596141552	331-7993	C13-C14,PDU,12A,6.5 FT (2	1
596141552	421-8617	Virtual Ports Base License	1
596141552	421-8531	Stg Center SW Bundle, Exp	7
596141552	972-5206	SW SPPT, STG CENTER BASE	1
596141552	225-3477	SC8000 Controller (2nd Cn	1
596141552	331-8408	US or Canada Shipment	1
596141552	931-7307	INFO,COPILOT TECH SPPT CO	1
596141552	933-5296	HW WRTY,CMLSC8000,INIT	1
596141552	934-2065	HW WRTY,CMLSC8000,EXT	1
596141552	972-5175	COPILOT 4H7X24 OS,CMLSC80	1
596141552	972-5176	COPILOT 4H7X24 OS,CMLSC80	1
596141552	972-5183	COPILOT TECH SPT,CMLSC800	1
596141552	984-4327	BDL HW INSTALL INCLUDED	1
596141552	430-4772	512MB Cache NVRAM Card	1
596141552	319-0597	64GB Memory	1
596141552	430-4774	IO,10Gb iSCSI,2P,Cop,PCI-	1
596141552	430-4818	IO,6GbSAS,4P,PCIE,LP,2x2m	1
596141552	421-8530	SC SW Bundle, Base Lic No	1
596141552	331-7993	C13-C14,PDU,12A,6.5 FT (2	1
596141552	225-3870	SC220 Enclosure (1st encl	1
596141552	331-9138	US / Canada Shipment - SC	1
596141552	770-BBCM	ReadyRails II 4-Post Stat	1
596141552	931-7307	INFO,COPILOT TECH SPPT CO	1
596141552	968-0726	HW WRTY,CMLSC220,INIT	1
596141552	968-0727	HW WRTY,CMLSC220,EXT	1
596141552	972-5224	COPILOT 4H7X24 OS,CMLSC22	1
596141552	972-5225	COPILOT 4H7X24 OS,CMLSC22	1
596141552	972-5232	COPILOT TECH SPT,CMLSC220	1
596141552	984-4327	BDL HW INSTALL INCLUDED	1
596141552	400-ABJW	SC220, 1.2TB SAS 6Gb, 10K	24
596141552	331-9144	6Gb Mini-SAS Cable, 0.6M,	1
596141552	331-7993	C13-C14,PDU,12A,6.5 FT (2	1

596141552	225-3871	SC220 Enclosure (add-on e	2
596141552	331-9138	US / Canada Shipment - SC	2
596141552	770-BBCM	ReadyRails II 4-Post Stat	2
596141552	931-7307	INFO;COPILOT TECH SPPT CO	2
596141552	968-0726	HW WRTY,CMLSC220,INIT	2
596141552	968-0727	HW WRTY,CMLSC220,EXT	2
596141552	972-5224	COPILOT 4H7X24 OS,CMLSC22	2
596141552	972-5225	COPILOT 4H7X24 OS,CMLSC22	2
596141552	972-5232	COPILOT TECH SPT,CMLSC220	2
596141552	984-4327	BDL HW INSTALL INCLUDED	2
596141552	400-ABJW	SC220, 1.2TB SAS 6Gb, 10K	48
596141552	331-9144	6Gb Mini-SAS Cable, 0.6M,	2
596141552	331-7993	C13-C14,PDU,12A,6.5 FT (2	2
596141594	331-8478	6Gb MiniSASHD-MiniSAS,3M,	1

# Dell Compellent Topology



## **Appendix 2 Data Network Management Tools**

1. Cisco Prime Network Control Services,
2. PRTG Network Monitor (Paessler Router Traffic Grapher),
3. Link Analyst
4. Cisco Security Manager
5. SolarWinds – as outlined in Appendix 8
6. Netbrain
7. Infoblox

Any additions to the published service catalogs would require mutual agreement between both parties.

## Appendix 3 Data Network Circuits

WAN CIRCUIT	CIRCUIT LOCATION 1	CIRCUIT LOCATION 2	Type
2	640 Cosman Rd - Elk Grove Village	2121 Euclid	DS1
3	15948 S. Halsted	Stroger Hospital	T1
4	9325 Church St	Stroger Hospital	T1
5	7556 Jackson Blvd	Stroger Hospital	T1
6	14600 127th St Lemont IL	10220 S. 76th Ave.	T1
7	4200 Lawndale Ave Lyons, IL	10220 S. 76th Ave.	T1
8	3026 S California	1500 Maybrook Dr	T1
9	3500 S. Rohlwing Rd Rolling Meadow	2122 Euclid	DS1
10	9000 W. College Pkwy Palos Hills, IL	10220 S 76th Ave.	DS1
11	5333 N Western	5600 Old Orchard Road, Skokie	DS1
12	1 Briar Road	5600 Old Orchard Road, Skokie	DS3
13	1 Aloha Lane	1500 Maybrook Dr	T1
14	1 Aloha Lane	1500 Maybrook Dr	T1
15	69 W Washington St Chicago, IL	1401 S Maybrook, Maywood	DS3
16	69 W Washington St Chicago, IL	2650 S California, Chicago	DS3
17	69 W Washington St Chicago, IL	16501 S. Kedzie Parkway, Markham	DS3
18	69 W Washington St Chicago, IL	10220 S 76TH Ave Bridgeview	DS3
19	69 W Washington St Chicago, IL	5600 Old Orchard Rd Skokie	DS3
20	69 W Washington St Chicago, IL	2121 Euclid Rolling Meadows	DS3
21	69 W Washington St Chicago, IL	627 S Wood St Chicago	DS3
22	69 W Washington St Chicago, IL	1411 W Madison St	T3
23	10220 S. 76TH Ave	4500 W 123rd St., Alsip	DS1
24	10220 S. 76TH Ave	6701 S Archer Ave Bedford Park	DS1
25	10220 S. 76TH Ave	7500 Oketo Ave Bridgeview	DS1
26	10220 S. 76TH Ave	5650 W. 75th PL Burbank	DS1
27	10220 S. 76TH Ave	7660 S County Line Rd Burr Ridge	DS1
28	10220 S. 76TH Ave	10501 S. Oxford Ave Chicago Ridge	DS1
29	10220 S. 76TH Ave	5550 East Ave, Countryside	DS1
30	10220 S. 76TH Ave	9420 S. Kedzie Ave Evergreen Park	DS1
31	10220 S. 76TH Ave	7000 W 46th St Forest View	DS1
32	10220 S. 76TH Ave	8652 W 95th Hickory Hills	DS1
33	10220 S. 76TH Ave	6015 Lenzi Ave Hodgkins	DS1
34	10220 S. 76TH Ave10220 S. 76TH AVE.	4331 Southwest Hwy Hometown	DS1
35	10220 S. 76TH Ave10220 S. 76TH AVE.	7800 Archer Rd Justice	DS1
36	10220 S. 76TH Ave10220 S. 76TH AVE.	304 W. Burlington Ave LaGrange	DS1
37	9059 S Cottage Grove	16501 S. Kedzie Pkwy	DS3
38	16313 S KEDZIE PARKWAY	16501 S. Kedzie Parkway	DS1
39	10220 S. 76TH Ave10220 S. 76TH AVE.	8450 50th, McCook	DS1

40	10220 S. 76TH Ave10220 S. 76TH AVE.	3165 W 115, Merrionette Park	DS1
41	10220 S. 76TH Ave10220 S. 76TH AVE.	9446 S Raymond Ave Oak Lawn	DS1
42	10220 S. 76TH Ave10220 S. 76TH AVE.	16039 94th Ave Orland Hills	DS1
43	10220 S. 76TH Ave10220 S. 76TH AVE.	15100 Ravinia Ave Orland Park	DS1
44	10220 S. 76TH Ave10220 S. 76TH AVE.	7607 College Dr Palos Heights	DS1
45	10220 S. 76TH Ave10220 S. 76TH AVE.	8555 w 103rd Palos Hills	DS1
46	10220 S. 76TH Ave10220 S. 76TH AVE.	5810 Archer Rd, Summit	DS1
47	10220 S. 76TH Ave10220 S. 76TH AVE.	740 Hillgrove Ave, Western Springs	DS1
48	16501 S Kedzie Parkway	13031 S Greenwood, Blue Island	DS1
49	16501 S Kedzie Parkway	14450 Manistee, Burnham	DS1
50	16501 S Kedzie Parkway	1200 Pulaski Road, Calumet City	DS1
51	16501 S Kedzie Parkway	12409 S Troop, Calumet Park	DS1
52	16501 S Kedzie Parkway	1601 S. Halsted, Chicago Heights	DS1
53	16501 S Kedzie Parkway	3700 W 175th, County Club Hills	DS1
54		17223 S Throop, East Hazel Crest	DS1
55	16501 S Kedzie Parkway	2800 Flossmoor Rd. Flossmoor	DS1
57	16501 S Kedzie Parkway	3000 w 170th St Hazel Crest	DS1
58	16501 S Kedzie Parkway	17950 Dixie Hwy, Homewood	DS1
59	16501 S Kedzie Parkway	2710 170th St Lansing	DS1
60	16501 S Kedzie Parkway	21460 Lincoln Hwy, Lynwood	DS1
61	16501 S Kedzie Parkway	20500 S Cicero Av Matteson	DS1
62	16501 S Kedzie Parkway	14801 S Pulaski Rd Midlothian	DS1
63	16501 S Kedzie Parkway	15440 s. Central Ave, Oak Forest	DS1
64	16501 S Kedzie Parkway	20701 Governors Hwy, Olympia Fields	DS1
65	16501 S. Kedzie Parkway	200 Lakewood Blvd Park Forest	DS1
66	16501 S. Kedzie Parkway	4455 Sauk Trail, Richton Park	DS1
67	16501 S. Kedzie Parkway	14140 S Tracy Ave Riverdale	DS1
68	16501 S. Kedzie Parkway	21701 Torrence Ave Sauk Village	DS1
69	16501 S. Kedzie Parkway	16220 Wausau Ave South Holland	DS1
70	16501 S. Kedzie Parkway	700 Park Ave Thornton	DS1
71	1100 S. HAMILTON	4545 W CERMAK	BACKUP DS3
72	2121 Euclid Ave	33 S Arlington Hts Rd, Arlington Hts	DS1
73	2121 Euclid Ave	121 W. Station St Barrington	DS1
74	2121 Euclid Ave	112 Algonquin Ave, Barrington	DS1
75	2121 Euclid Ave	228 S Main St, Bartlett	DS1
76	901 Wellington Elk Grove Village	2121 Euclid	DS1
77	2121 Euclid Ave	46 Raupp Blvd Buffalo Grove	DS1
78	2121 Euclid Ave	150 Dexter, Elgin	DS1
79	2121 Euclid Ave	2121 W Lake St Hanover Park	DS1
80	2121 Euclid Ave	1900 Hassell Rd Hoffman Est	DS1
81	650 Burnham Dr. University Pk., Il. 60466	16501 S. Kedzie Parkway	DS1
82	2121 Euclid Ave	200 E Wood Street Palatine	DS1

83	2121 Euclid Ave	14 E Camp McDonald Rd Prospect Hts	DS1
84	2121 Euclid Ave	3600 Kirchoff Rd, Rolling Meadows	DS1
85	2121 Euclid Ave	103 S Prospect Roselle	DS1
86	2121 Euclid Ave	9501 W Devon, Rosemont	DS1
87	2121 Euclid Ave	1000 W Schaumburg Rd Schburg	DS1
88	2121 Euclid Ave	9526 W Irving Pk Rd, Schiller Park	DS1
89	5003 W. Fullerton	69 W Washington St	T1
90	2121 Euclid Ave.	255 W. Dundee Rd wheeling	T1
96	1401 S Maybrook Dr. Maywood	Broadview	DS1
97	1401s. Maybrook Dr.-Maywood	3200 Washington Blvd Bellwood	DS1
98	5600 Old Orchard Rd Skokie, IL	Laramie at Main Street	DS1
99	5600 Old Orchard Rd. Skokie, IL	1420 Miner Street DesPlaines	DS1
100	5600 Old Orchard Rd Skokie, IL	1454 Elmwood Ave Evanston	DS1
101	5600 Old Orchard Rd Skokie, IL	675 Village Court Glencoe	DS1
102	5600 Old Orchard Rd Skokie, IL	2500 E Lake Ave.	DS1
103	5600 Old Orchard Rd Skokie, IL	6900 N. Lincoln Ave, Lincolnwood	DS1
104	5600 Old Orchard Rd Skokie, IL	6101 Capulina Ave Morton Grove	DS1
105	5600 Old Orchard Rd Skokie, IL	7200 N Milwaukee Ave Niles	DS1
106	5600 Old Orchard Rd Skokie, IL	1401 Landwehr Rd North Brook	DS1
107	5600 Old Orchard Rd Skokie, IL	350 Walnut St Northfield	DS1
108	5600 Old Orchard Rd Skokie, IL	200 S. Vine Park Ridge	DS1
109	5600 Old Orchard Rd Skokie, IL	710 Ridge Rd, Wilmette	DS1
110	5600 Old Orchard Rd Skokie, IL	410 Greenbay Rd, Winnetka	DS1
111	CC Hospital	Provident Hospital Chicago	DS1
112	Markham Court	Oak Forest Hospital, Oak Forest	DS1
113	5401 CERMAK	MAYWOOD COURTHOUSE	T1
114	15827 S CICERO AVE.	MARKHAM COURTHOUSE	T1
115	6920 N MANNEHIEM ROAD	ROLLING MEADOWS CH	T1
116	1401 S. Maybrook Dr. Maywood, IL	2621 Thatcher Ave River Grove	DS1
117	1401 S. Maybrook Dr. Maywood, IL	31 Riverside Rd, Riverside	DS1
118	1401 S. Maybrook Dr. Maywood, IL	1629 N Mannheim Rd Stone Park	DS1
119	1401 S. Maybrook Dr. Maywood, IL	2359 DesPlaines, N. Riverside	DS1
120	1401 S. Maybrook Dr. Maywood, IL	55 E North Ave, Northlake	DS1
121	1401 S. Maybrook Dr. Maywood, IL	536 N Harlem River Forest	DS1
122	1401 S. Maybrook Dr. Maywood, IL	400 Park Ave, River Forest	DS1
123	1401 S. Maybrook Dr. Maywood, IL	4932 W. 25th PL Cicero	DS1
124	1401 S. Maybrook Dr. Maywood, IL	7420 Fullerton Av. Elmwood park	DS1
125	1401 S. Maybrook Dr. Maywood, IL	517 DesPlaines, Forest Park	DS1
126	1401 S. Maybrook Dr. Maywood, IL	9545 Belmont Av, Franklin park	DS1
127	1401 S. Maybrook Dr. Maywood, IL	447 N. Catherine. LaGrange Park	DS1
128	1401 S. Maybrook Dr. Maywood, IL	1 Broadway Av., Melrose Park	DS1
129	1401 S. Maybrook Dr. Maywood, IL	4020 Olcott Ave, Norridge	DS1

135	118 n. Clark	2323 s. Rockwell	
136	1701 s. 1st. AV., Maywood	1401 Maybrook Dr Maywood	DS1
140	26th & Beach	1401 Maybrook/Sheriffs Bldg.	T1
141	2323 S Rockwell	2650 S California	T1
142	28 N. Clark St	69 W Washington st	T1
143	1585 Rand Rd, Palatine	2121 Euclid Ave Rolling Meadows	T1
144	1010 Lake, Oak Park	1401 Maybrook Dr Maywood	DS1
145	1515 Lake, Hanover Park	2121 Euclid Ave Rolling Meadows	DS1
146	1 Broadway, Des Plaines	5600 Old Orchard Rd Skokie	DS1
147	650 Phoenix Cnt Dr Phoenix	16501 Kedzie Pkwy, Markham	DS1
148	1313 E. Sibley Blvd Dolton	16501 Kedzie Pkwy, Markham	DS1
149	400 Forest Blvd, Park Forest	16501 Kedzie Pkwy, Markham	DS1
150	2650 s. California	2828 W 31 <sup>st</sup> ST	
151	13450 s. Kedzie, Robbins	Oak Forest Hospital	T1
152	1647 Cottage Grove Ave., Ford Heights	Oak Forest Hospital	T1
153	2840 W. Fullerton, Chicago	Cook County Hospital	T1
154	5912 W. Cermak Rd., Cicero	Cook County Hospital	T1
155	118 N. CLARK/4th flr.	69 W Washington/5th FLR	T1
156	2121 W. Harrison	1835 W. Harrison	T1
157	69 W. Washington St	Ameritech	T1
158	1401 S. Maybrook Dr. Maywood, IL	123 Madison Oak Park	T1
159	1401 S. Maybrook Dr. Maywood, IL	125 S. 5th Ave Maywood	T1
160	10220 S. 76th Ave, Bridgeview	13840 S Cicero Crestwood	T1
161	1401 S. Maybrook Dr. Maywood, IL	5819 Electric Ave Berkeley	T1
162	1401 S. Maybrook Dr. Maywood, IL	425 Hillside Ave	
163	1401 S. Maybrook Dr. Maywood, IL	10300 Roosevelt Westchester	T1
164	1135 W 69th ST	69 W. Washington St	T1
165	500 E. 51st ST-Lower Level	627 S Wood-Hektoen Bldg.	T1
166	16501 Kedzie - Markham, IL.	15900 Cicero(Main Lvl)Oak Forest	T1
167	2121 Euclid Ave-Rolling Meadows, IL.		DS3
168	1401 S. Maybrook Dr. Maywood, IL		DS3
169	5600 Old Orchard Skokie, IL		DS3
170	10220 S. 76th Ave-Bridgeview, IL		DS3
171	16501 Kedzie Pkwy.-Markham, IL.		DS3
172	10220 76th Ave Bridgeview, IL	10501 S Oxford, Chicago Ridge	T1
173	16501 Kedzie Pkwy Markham	7850 W.183rd St, Tinley Park	T1
174	16501 Kedzie Pkwy Markham	14030 Park Ave, Dolton	T1
176	1401 S. Maybrook Dr. Maywood, IL	6401 W. 31 <sup>st</sup> Berwyn	T1
177	1401 S. Maybrook Dr. Maywood, IL	8820 Brookfield Ave Brookfield	T1
178	Markham Courthouse	Harvey Police Department	T1
179	5600 Old Orchard Rd Skokie	Skokie PD	T1
180	238 W 154th Harvey	16501 Kedzie Pkwy, Markham	T1
181	1401 S Maybrook Dr, Maywood	2621 Thatcher Ave, River Grove	T1

182	69 W Washington St	1340 S Michigan-Basement	T1
183	69 W Washington St	33 N Dearborn St	T1
185	1240 S. DAMEN	69 W WASHINGTON St	T1
186	1100 S HAMILTON	118 N CLARK St	T1
187	1100 S HAMILTON	118 N CLARK St	
188	16501 S Kedzie Pkwy Markham, IL	17100 S. Halsted	T1
189	2650 S. California	2121 Euclid, Rolling Meadows	T1
190	16501 S KEDZIE PARKWAY	69 W WASHINGTON ST	CHANNELIZED T3
191	10220 S 76TH Ave		CHANNELIZED T3
192	1401 MAYBROOK DR		CHANNELIZED T3
193	1904 W 174TH		
194	4545 W CERMAK		PRI
195	4545 W CERMAK		
196	8755 W HIGGINS	69 W WASHINGTON ST	T1
197	401 E IRVING PARK Rd	ROLLING MEADOWS CH	T1
198	711 CHELMSFORD	ROLLING MEADOWS CH	T1
199	28 N CLARK ST	69 W WASHINGTON ST	T1
200	28 N CLARK ST	69 W WASHINGTON ST	T1
201	28 N CLARK ST	69 W WASHINGTON ST	T1
208	2325 N Meacham Rd, Schaumburg, IL	Rolling Meadows court house	T1
209	2101 BALLARD RD DES PLAINES	SKOKIE COURT HOUSE	T1
210	135TH & 89TH AVE ORLAND PARK	BRIDGEVIEW COURT HOUSE	T1
211	26TH & BEACH, LA GRANGE	MAYWOOD COURT HOUSE	T1
212	155 W 51ST STREET	69 W. WASHINGTON FLOOR 24	T1
213	5555 W GRAND	1401 S. Maybrook Dr. Maywood, IL	T1
214	3151 W HARRISON	69 W. Washington/ flr 24	T1
215	727 E. 111TH STREET	16501 S KEDZIE MARKHAM	T1
216	2452 W BELMONT	69 W. WASHINGTON/ FLR 24	T1
217	1051 E 95TH STREET	MARKHAM COURTHOUSE	T1
218	784 EXMOOR RD.,OLYMPIA FIELDS	MARKHAM COURTHOUSE	T1
219		69 W WASHINGTON FLR 24	T1
220	CENTRAL AVE	69 W WASHINGTON FLR24	T1
221	14949 WASHINGTON AVE.	MARKHAM COURTHOUSE	T1
222	69 W WASHINGTON FLR. 24	427 S LASALLE FLR 2, STE275	T3
223	1051 E 95TH ST	69 W WASHINGTON FLR 24	T1
224	533 E 103rd ST	16501 S KEDZIE PKWY	T1
225	O'HARE AIPORT BLDG 5	1401 S. Maybrook Dr. Maywood, IL	T1
226	LAKE COOK ROAD & SANDERS RD.	SKOKIE COURT HOUSE	T1
227	MARKHAM COURTHOUSE	427 S LA SALLE SUITE 275	T1

228	MARKHAM COURTHOUSE	427 S LA SALLE SUITE 275	T1
229	201 Acacia Dr Indian Head Park, IL	Bridgeview Courthouse	T1
230	4734 W. CHICAGO AVE	2650 S CALIFORNIA EQUIPT ROOM	T1
231	PROVIDENT HOSPITAL	3525 S MICHIGAN/NEAR SOUTH	T1
232	2650 S. CALIFORNIA - FLR 3	4734 W CHICAGO AVE.	T1
233	135th & ROLL Blue island	BRIDGEVIEW COURTHOUSE	T1
234	725 W. 138th ST., RIVERDALE	MARKHAM COURTHOUSE	T1 RIDING OFF T3 FOR TRIBS
235	MARKHAM COURTHOUSE	1 S ASSELBORN WAY GLENWOOD	T1
236	COUNTY HOSPITAL	PROVIDENT HOSPITAL	T3
237	COUNTY HOSPITAL	OAK FOREST HOSPITAL	T3
238	COUNTY HOSPITAL	1010 LAKE	T3
239	COUNTY HOSPITAL	PROVIDENT HOSPITAL	T3
240	COUNTY HOSPITAL	OAK FOREST HOSPITAL	
241	COUNTY HOSPITAL	1010 LAKE STREET	T3
243	10351 SO. WOODLAWN, CHICAGO	MARKHAM COURTHOUSE	T1
244	69 W Washington-4th Floor	2650 S California	T1
245	69 W Washington-4th Floor	2650 S. California	T1
246	419 RICHMOND RD	SKOKIE COURTHHOUSE	TI
247	1941 W. 35TH STREET, CHICAGO	2650 S CALIFORNIA FLOOR 3	T1
248	3900 S. CALIFORNIA	2650 S CALIFORNIA FLOOR 3	T1
249	9511 W HARRISON, DES PLAINES	170 W 145TH ST., DIXMOOR	
250	Stroger Hospital	2424 S Pulaski, Chicago, IL	T1
251	Oak Forest Hospital	13450 S Kedzie, Robbins, IL	T1
252	Stroger Hospital	2020 W. Harrison, Chicago, IL	T1
253	Cook County Hospital	1110 Oakley Chicago, IL	T1
254	Stroger Hospital	3435 W VanBuren, Chicago, IL	T1
255	Stroger Hospital	4909 W Division, Chicago, IL	T1
256	Stroger Hospital	1110 Oakley, Chicago, IL	T1
257	Stroger Hospital	5912 W. Cermak, Chicago, IL	T1
258	Stroger Hospital	2840 W Fullerton, Chicago, IL	T1
259	Stroger Hospital	2121 W Harrison, Chicago, IL	T1
260	Stroger Hospital	4859 S Wabash, Chicago, IL	T1
261	Stroger Hospital	5843 S Western, Chicago, IL	T1
262	Stroger Hospital	2850 S. California, Chicago, IL	T1
263	Stroger Hospital	850 W Irving Park Rd., Chicago	T1
264	Stroger Hospital	2423 S. Austin, Chicago, IL	T1
265	Stroger Hospital	6337 S Woodlawn, Chicago, IL	T1
266	Stroger Hospital	25 W 47th St., Chicago, IL	T1
267	Stroger Hospital	4934 Wabash, Chicago, IL	T1
268	Stroger Hospital	7050 S May, Chicago, IL	T1
269	3900 SO. CALIFORNIA	2650 SO. CALIFORNIA	T1

270	69 W. WASHINGTON	CMS - SPRINGFIELD, ILLINOIS	T1
271	69 W. WASHIGNTON	CMS - SPRINGFIELD, ILLINOIS	t1
272	69 W. WASHINGTON	CMS - SPRINGFIELD,, ILLINOIS	T1
273	69 W. WASHINGTON	CMS - SPRIGFIELD, ILLINOIS	T1
274	ENGLEWOOD CLINIC	STROGER HOSPITAL	T1
275	9511 W. HARRISON DES PLAINES	629 E 151ST, PHOENIX	T1
276	JUVENILE	69 W. WASHINGTON FLR 24	T1
277	JUVENILE	69 W. WASHINGTON FLR 24	T1
278	JUVENILE	69 W. WASHINGTON FLR 24	T1
279	JUVENILE	69 W. WASHINGTON-FLR 24.	T1
280	8800 W 87TH ST HICKORY HILLS	BRIDGEVIEW COURTHOUSE	T1
281	703 S. 5TH AVE., MAYWOOD, ILL.	MAYWOOD COURTHOUSE	T1
282	1701 S. 1ST AVENUE, MAYWOOD, IL	MAYWOOD COURTHOUSE	T1
283	STROGER HOSPITAL	AUSTIN/PATH H.S. CLINIC	T1
284	Cook County Hospital	4859 S WABASH	T1
285	69 W. WASHINGTON	100 E ERIE	T1
286	180 N LASALLE STREET, 8TH FLR.	118 N CLARK ST, 11TH FLR	T1
287	111 W WASHINGTON ST, RM 1203	118 N CLARK ST, 11TH FLR	T1
288	69 W. WASHINGTON	500 E 51ST ST	T-1
289	3525 S MICHIGAN	PROVIDENT HOSPITAL	T-1
290	2650 S CALIFORNIA	3900 S CALIFORNIA	T1
291	BRIDGEVIEW COURTHOUSE	8800 W. 87TH ST	T1
292	10220 S 76TH AVE.	7112 W 111TH ST	T-1
293	BRIDGEVIEW COURTHOUSE	5404 W. 127TH ST	T1
294	MARKHAM COURTHOUSE	450 W TAFT	T1
295	MARKHAM COURTHOUSE	450 W TAFT	T1
296	MARKHAM COURTHOUSE	52 W 162nd St South Holland	T1 (DATA)
297	MARKHAM COURTHOUSE	52 W 162nd St South Holland	T1 (VOICE)
298	BRIDGEVIEW COURTHOUSE	8255 WILLOW SPRINGS RD	T1
299	16501 S. Kedzie Parkway, Markham	21113 Dettmering Dr Matteson	T1 Point to Point.
300	1135 W. 69th Street	Stroger Hospital	T1
301	4800 W. Chicago	Stroger Hospital	T1
302	50 S. Emerson	2121 Euclid	DS3
303	650 Phoenix Cnt Dr Phoenix, IL	Oak Forest Hospital	T1
304	10220 S 76th, Bridgeview	10655 S Oak Chicago Ridge, IL	T1 Point to Point
305	6100 CENTRAL AVE Edgebrook community center	5600 Old Orchard Rd Skokie	T1
306	69 W. Washington	421 N. Countyfarm Rd, Wheaton	T1
307	69 W. Washington St -24th Floor	1411 Maybrook Dr- WAN Room	T1
308	69 W. Washington - 24th Floor	Des Plaines E911 Comm Center	T1
309	1154 RIDGE	16501 S. KEDZIE PARKWAY	T-1

310	2325 N MEACHUM - SCHAUMBURG	ROLLING MEADOWS COURTHOUSE	T1
311	69 W Washington	3510 S. Michigan Avenue	T3
313	10220 S 76TH AVE	8999 W. 123RD ST. PALOS PARK	T-1 RIDING OFF B/V DS3
314	69 W Washington	2121 Euclid, Rolling Meadows	OC3
315	69 W WASHINGTON	16501 S Kedzie, Markham	OC3
316	69 W Washington	1020 S 76th AVE, BVCH	OC3
317	69 W WASHINGTON	2650 S California Ave	OC3
318	10210 S 76th Ave	Bridgeview Courthouse	T1
319	1411 W. MADISON	69 W WASHINGTON	T3
320	1644 Walnut	Juvenile Detention	T1
321	1903 N. RUBY - MELROSE PARK	MAYWOOD COURTHOUSE	T1
322	3108 W GOLF RD - HOFFMAN EST.	ROLLING MEADOW COURTHOUSE	T1
323	2101 BALLARD RD - DES PLAINES	ROLLING MEADOW COURTHOUSE	T1
324	1500 MAYBROOK DRIVE	MAYWOOD COURTHOUSE RM 203	T1
325	1728 CHERRY - NORTHFIELD	SKOKIE COURTHOUSE	T1
326	108 S. BARRINGTON ROAD	ROLLING MEADOW COURTHOUSE	T1
327	13600 ASHLAND AVE. - RIVERDALE	MARKHAM COURTHOUSE	T1
328	10355 S. WOODLAWN - CHICAGO	MARKHAM COURTHOUSE	T1
329	850 E. 26TH AVE - LaGrange PK	MAYWOOD COURTHOUSE	T1
330	12203 W. McCarthy - PALOS PK	BRIDGEVIEW COURTHOUSE	T1
331	35 W 34th Street	16501 S Kedzie Parkway	T-1
332	6533 W. Pershing Road	10220 S 76th Ave	T-1
333	200 N. 5TH Ave	MAYWOOD COURTHOUSE	T1
334	4200 N Oak Park	1401 S. Maybrook Dr. Maywood, IL	T1
335	1401 S. Maybrook Dr. Maywood, IL	9325 Church St DesPlaines, IL	T-1
336	1401 S. Maybrook Dr. Maywood, IL.	7556 W JACKSON BLVD	RIDING THE DS3
338	112 ALGONQUIN RD	2121 Euclid	T1
339	6804 S PAXTON	69 W. WASHINGTON	T1
340	8923 S RIDGELAND	69 W. WASHINGTON	T1
341	3519 S 19TH ST MAYWOOD, IL	MAYWOOD COURTHOUSE	T1
342	2138 S 61ST CICERO, IL	MAYWOOD COURTHOUSE	T1
343	30 S. BARRINGTON RD	ROLLING MEADOWS CH	T3
344	1644 W WALNUT	69 W. WASHINGTON	T1
345	7300 W WILSON	MAYWOOD COURTHOUSE	T1
346	2729 JACKSON	MARKHAM COURTHOUSE	T1
347	15948 Halsted, Harvey IL	MARKHAM COURTHOUSE	T1
351	700 N Sacramento	69 W Washington	T1
352	1154 RIDGE RD	16501 Kedzie Parkway	T3
353	NO. WESTERN UNIVERSITY PD	5600 OLD ORCHARD	T3
354	3120 Milwaukee Ave.	5600 Old Orchard	T1
355	7747 W. 96th Pl. Hickory Hills, Ill.	Bridgeview Courthouse	T3

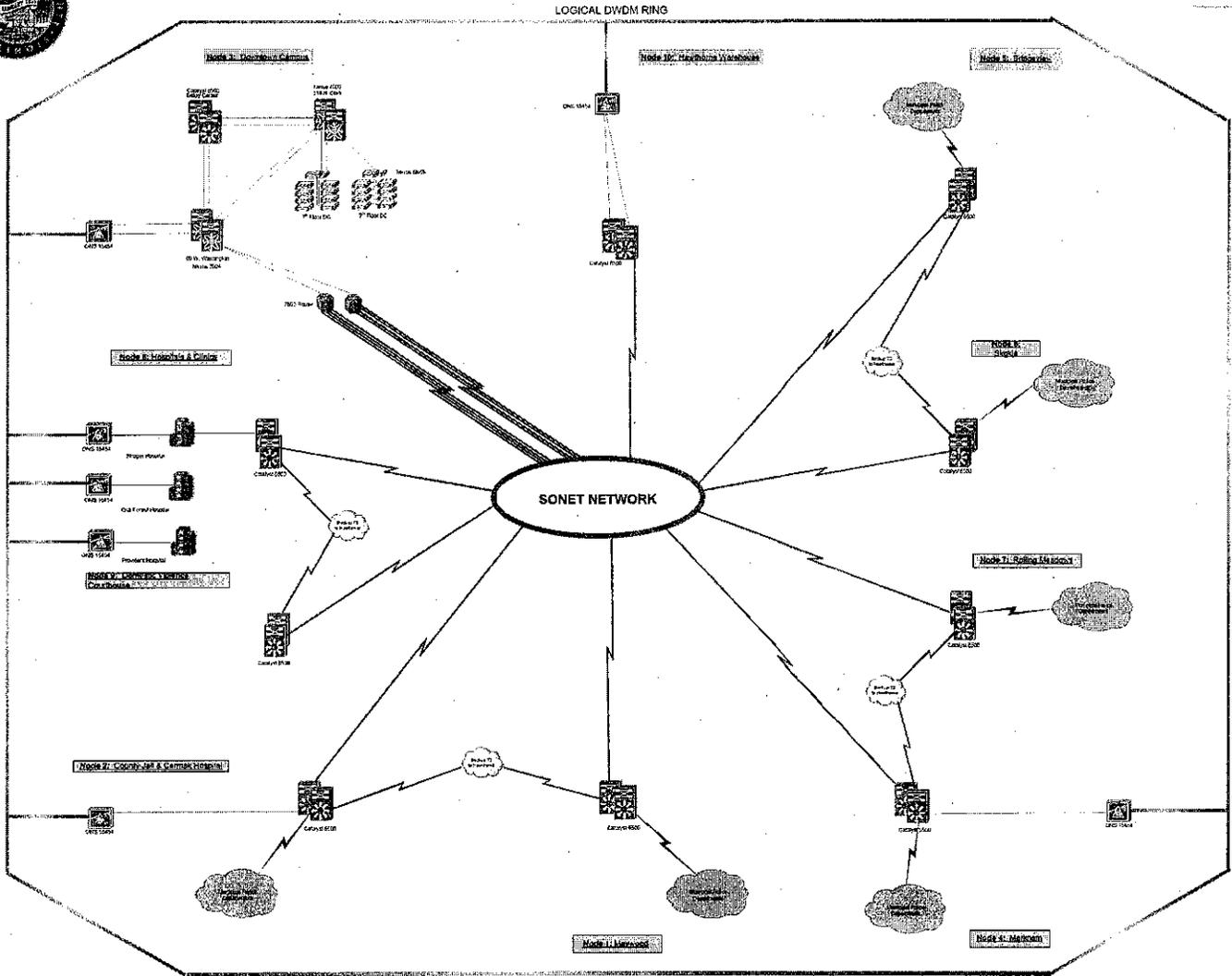
356	7600 W. Ogden	1515 Maybrook Dr.	T1
357	536 N. Harlem	1500 Maybrook Dr.	DS1
358	1501 S. Canal	1500 Maybrook Dr.	DS1
359	4901 Cermak Rd, Cicero, IL	1500 Maybrook Dr.	T3
360	738 Thatcher Ave. River Forest	1401 Maybrook	DS1
361	12545 W. 111th Lemont, IL	10220 S. 76th Ave.	DS3
362	2300 State Street	16501 S. Kedzie Parkway	DS1
363	15891 Paxton Ave. So. Holland	16501 S. Kedzie Parkway	DS1
364	4 Chicago Ave Oak Park, IL	1500 Maybrook Drive	T1
365	411 W. Higgins Rd.	2121 Euclid	T1
366	536 N. Harlem	1500 Maybrook	DS1
367	536 N. Harlem	1500 Maybrook	DS1
368	1720 Cherry St. - Northfield, IL	5600 Old Orchard	DS1
369	7300 Niles Center Road	5600 Old Orchard	DS1
370	4734 W. Chicago Ave	Hawthorne - 4545 W. Cermak	T1
371	2000 5th Ave. River Grove, IL	1500 Maybrook Drive	T1
372	6200 W. Devon	5600 Old Orchard	T1
373	69 W Washington Floor 24	221 N. LaSalle	
374	159th and Torrence Ave	Markham courthouse	T1
375	1411 W Madison	69 W Washington	T1
376	1411 W Madison	69 W Washington	T1
377	1411 W Madison	69 W Washington	T1
378	1351 S Morgan	1100 S Hamilton	T1
379	2501 N Mannheim	1500 Maybrook Dr	T1
380	13700 110th Ave Orland Park, IL	10220 S 76th Ave	T1
381	6797 W. 147th Street Oak Forest, IL	16501 S Kedzie Parkway	T1
382	500 W. Ogden Ave Western Springs, IL	10220 S. 76th Ave	DS3
383	28 W. 040 State Rt.58 Elgin, IL	2121 Euclid	DS3
384	9901 Willow Springs Rd	10220 S. 76th Ave	DS3
385	131 S. Dearborn	69 W. Washington	T1
386	1140 Harms Road Glenview, IL	5600 Old Orchard	DS1
387	8800 W. Belmont Chicago	1500 Maybrook Drive	T1
388	6633 Harts Road Niles, Ill.	5600 Old Orchard	T1
389	2405 17th Ave. North Riverside, IL	1500 Maybrook	T1
390	440 E. Thornton Lansing Rd.	16501 S. Kedzie Pkwy	T1
391	1501 Opus Place - Downers Grove	118 N. Clark Street - 11th fl.	DS3
392	13800 S. Harlem - Orland Park	16501 S. Kedzie Parkway	T1
393	2011 Lake Street - Hanover Park, IL	2121 Euclid	T1
394	3 Stover Road - Barrington Hills, IL	2121 Euclid	T1
395	8659 S Western	10220 S. 76h Ave	T1
396	600 W Winchester - Libertyville	5600 Old Orchard, Skokie, IL	DS3
397	850 E 26th St. - LaGrange Park	1401 S. Maybrook Dr. Maywood, IL	DS3

398	536 N Harlem	1401 S. Maybrook Dr. Maywood, IL	DS3
399	2424 S Pulaski	1969 W Ogden	T1
400	2424 S. Pulaski	1969 W Ogden	T1
401	2020 W Harrison	1969 W Ogden	T1
402	2020 W Harrison	1969 W Ogden	T1
403	69 W Washington - Flr 24	1501 Opus Pl	Ope-T-Man
404	1501 Opus Place	69 W. Washington	Ope-T-Man
405	1816 W. 91st Street	2650 S. California	T1 - Sonet Ring
406	1644 W. Walnut	69 W. Washington	T1
407	1644 W. Walnut	69 W. Washington	T1
408	12201 McCarthy Road	10220 S. 76th Ave	T1
409	530 W. 18th Street	2650 S California	T1
410	595 N. Hicks Rd. Palatine	2121 Euclid	T1
411	1120 E.89th St. Chicago 60619	16501 S. Kedzie Parkway	T1
413	521 S LaGrange Rd. - LaGrange, IL	1500 Maybrook Br.	T1
414	8658 S. Cottage Grove	69 W Washington	T1
415	2515 Veteran's Drive	69 W Washington	T1
416	1585 Rand Road - Palatine	2121 Euclid	T1
417	2325 Meacham Rd	2121 Euclid	T1
418	2325 Meacham Rd	2121 Euclid	T1
419	2101 Ballard Rd	5600 Old Orchard, Skokie, IL	T1
420	2101 Ballard Rd	5600 Old Orchard, Skokie, IL	T1
421	8900 135th LaGrange	10220 S 76th Ave	T1
422	8900 135th LaGrange	10220 S. 76th Ave	T1
423	13599 Rolls Rd.	10220 S. 76th Ave.	T1
424	13599 Rolls Rd.	10220 S. 76th Ave.	T1
425	8699 S. Western Ave.	16501 Kedzie Pkwy	T1
426	11400 S. Ave. E	16501 S. Kedzie Pkwy	T1
427	20009 Higgins Rd. - Elk Grove Village	2121 Euclid	T1
428	8020 Chicago Ave. River Forest	1500 Maybrook Drive	T1
429	555 W Harrison	69 W Washington, Chicago	OC3-c
430	5600 Old Orchard Rd, Skokie (SKCH)	69 W Washington, Chicago	OC3-C
431	16501 S Kedzie, Markham (MKCH)	69 W Washington, Chicago	OC3-C
432	1901 W Harrison, Chicago (Stroger Hospital)	69 W Washington, Chicago	OC3-C
433	Woody Winston clinic	Stroger Hospital	opt-e-man
434	Oak Forest Hospital	Stroger Hospital	opt-e-man
435	131 S. Dearborn	69 W. Washington	T1
436	5533 N. Broadway	5600 Old Orchard	T1
437	937 N. Wood	2245 W. Ogden	T1
438	937 N. Woods	2245 W. Ogden	T1

439	7507 Cermak Rd - North Riverside	1401 Maywood Dr.	P2P T1
440	7507 Cermak - North Riverside	1401 Maywood Dr.	P2P T1
441	1 Aloha Lane	1401 Maybrook	T1
442	1 Aloha Lane	1401 Maybrook	T1
443	2801 S. California	1901 W. Harrison	T3 and Sonet
444	2121 W. Harrison	69 W. Washington	Opt-E-Man / Metro E
445	2245 W. Ogden	69 W. Washington	Opt-E-Man / Metro E
446	28 N. Clark	69 W. Washington	T3
447	1 Aloha Lane	1401 Maybrook Dr.	T3
449	118 N. Clark - floor 5	118 N. Clark - floor 11	20 MB Opt-E- Man - Internet Connection
450	2452 W. Belmont	2650 S. California	Opt-E-Man 10Mbps
451	727 E. 111th Street	69 W. Washington	Opt-E-Man 10Mbs
452	5555 W. Grand	69 W. Washington	Ppt-E-Man 10Mbs
453	3151 W. Harrison	69 W. Washington	Opt-E-Man 10MBS
454	1201 Davis Evanston, Ill.	5600 Old Orchard	T1
455	2199 S. 1st. Ave	69 W. Washington	Opt-E-Man - 20MB
456	1330 S. 54th Ave. - Cicero, Ill.	69 W. Washington	20 MB Opt-E- Man
457	9511 W. HARRISON	1401 Maybrook Dr.	250 MB Opt- E-Man
458	155 W. 51st - 51st & Wentworth	69 W. Washington	Opt-E-Man - 10MB
459	15800 S. State - So. Holland 60463	16501 S. Kedzie Parkway	T1
460	1140 Lake Street	69 W. Washington	Opt-E-Man 10Mbps
461		10220 S. 76TH AVE.	50 MBS OPT- E-MAN
462		16501 S. KEDZIE PARKWAY	50 MBS OPT- E-MAN
463		2121 EUCLID	50MBS OPT- E-MAN
464		5600 OLD ORCHARD	50MBS OPT- E-MAN
465		1401 MAYBROOK DR.	50 MBS OPT- E-MAN



### High Level Cook County Network Layout



## Appendix 5 Data Service Locations

#	SERVICE LOCATIONS
1	1 Aloha Lane
2	1 Briar Road
3	1 Broadway Av., Melrose park
4	1 S. ASSELBORN WAY, GLENWOOD
5	100 E. ERIE
6	1000 W. Schaumburg Rd, Schaumburg
7	1010 Lake, Oak Park
8	10220 S 76th, Bridgeview
9	103 S. Prospect, Roselle
10	10300 Roosevelt, Westchester
11	10351 SO. WOODLAWN, CHICAGO
12	10355 S. WOODLAWN - CHICAGO
13	10501 S. Oxford Ave, Chicago Ridge
14	1051 E. 95TH STREET
15	10655 S Oak, Chicago Ridge, IL
16	108 S. BARRINGTON ROAD
17	1100 S. HAMILTON
18	111 W WASHINGTON ST, RM 1203
19	1110 Oakley , Chicago, IL
20	112 Algonquin Ave, Barrington, IL
21	1120 E. 89th St. Chicago 60619
22	1135 W. 69th Street
23	1140 Harms Road Glenview, IL.
24	1140 Lake Street
25	11400 S. Ave. E
26	1154 RIDGE RD
27	118 n. Clark
28	1200 Pulaski Road, Calumet City
29	1201 Davis St, Evanston, IL
30	121 W Station St, Barrington
31	12201 McCarthy Road
32	12203 W. McCarthy - PALOS PK
33	123 Madison, Oak Park
34	1240 SO. DAMEN
35	12409 S. Troop, Calumet Park
36	125 S. 5th Ave, Maywood
37	12545 W. 111th Lemont, Ill.
38	13031 S. Greenwood, Blue Island
39	131 S. Dearborn
40	1313 E. Sibley Blvd, Dolton
41	1330 S. 54th Ave. - Cicero, Ill.

42	1340 S. Michigan-Basement
43	13450 S. Kedzie, Robbins, IL
44	1351 S. Morgan
45	13599 Rolls Rd.
46	135TH & 89TH AVE., ORLAND PARK
47	13600 ASHLAND AVE. - RIVERDALE
48	13700 110th Ave. Orland Park, Ill.
49	13800 S. Harlem - Orland Park
50	13840 S. Cicero, Crestwood
51	14 E Camp McDonald Rd, Prospect Hts
52	1401 Landwehr Rd., Northbrook
53	1401 Maybrook Dr, Maywood
54	14030 Park Ave, Dolton
55	1411 Maybrook Dr - WAN Room
56	1411 W. Madison Street
57	14140 s. Tracy Av., Riverdale
58	1420 Miner Street, DesPlaines
59	14450 Manistee, Burnham
60	1454 Elmwood Ave, Evanston
61	14600 127th St. Lemont Ill. 60439
62	14801 S Pulaski Rd, Midlothian
63	14949 WASHINGTON Ave
64	150 Dexter, Elgin
65	1500 MAYBROOK DRIVE
66	1501 Opus Pl.
67	1501 Opus Place - Downers Grove
68	1501 S. Canal
69	15100 Ravinia Av., Orland Park
70	1515 Lake, Hanover Park
71	1515 Maybrook Dr.
72	15440 s. Central Ave, Oak Forest
73	155 W. 51st - 51st & Wentworth
74	15800 S. State - So. Holland 60463
75	15827 S. CICERO Ave
76	1585 Rand Road Palatine, IL
77	15891 Paxton Ave. So. Holland
78	15900 Cicero(Main Lvl)Oak Forest
79	15948 Halsted, Harvey IL
80	159th and Torrence Ave
81	1601 S. Halsted, Chicago Heights
82	16039 94th Av., Orland Hills
83	16220 Wausau Av., So. Holland
84	1629 n. Mannheim Rd, Stone Park

85	16313 S. KEDZIE PARKWAY
86	1644 W. WALNUT
87	1647 Cottage Grove Ave, Ford Heights
88	16501 Kedzie Pkwy, Markham
89	170 W. 145TH STR., DIXMOOR
90	1701 s. 1st. AV., Maywood
91	17100 S. Halsted
92	1720 Cherry St. - Northfield, Il. 60093
93	17223 S Throop, East Hazel Crest
94	1728 CHERRY NORTHFIELD
95	17950 Dixie Hwy, Homewood
96	180 N LASALLE STREET, 8TH FLR.
97	1816 W. 91st Street
98	1835 W. Harrison
99	1900 Hassell Road, Hoffman Estates
100	1901 W Harrison, Chgo (Stroger Hospital)
101	1903 N. RUBY - MELROSE PARK
102	1904 W. 174 <sup>TH</sup> ST
103	1941 W. 35TH ST, CHICAGO
104	1969 W. Ogden
105	200 E Wood St Palatine
106	200 Lakewood Blvd Park Forest
107	200 N. 5TH Ave.
108	200 S. Vine, Park Ridge
109	2000 5th Ave. River Grove, IL
110	20009 Higgins Rd Elk Grove Village
111	201 Acacia Dr., Indian Head Park, IL
112	2011 Lake Street - Hanover Park, IL
113	2020 W. Harrison, Chicago, IL
114	20500 S Cicero Ave, Matteson
115	20701 Governors Hwy, Olympia Fields
116	2101 BALLARD Rd - DES PLAINES
117	21113 Dettmering Dr, Matteson
118	2121 Euclid, Rolling Meadows
119	2121 W Lake St, Hanover Park
120	2121 W. Harrison, Chicago, IL
121	2122 Euclid
122	2138 S 61ST CICERO, ILL
123	21460 Lincoln Hwy, Lynwood
124	21701 Torrence Ave Sauk Village
125	2199 S 1st Ave
126	221 N LaSalle
127	2245 W Ogden

<b>128</b>	228 S. Main St, Bartlett
<b>129</b>	2300 State Street
<b>130</b>	2323 s. Rockwell
<b>131</b>	2325 N. Meacham Rd, Schaumburg
<b>132</b>	2359 DesPlaines North Riverside
<b>133</b>	238 W.154th , Harvey
<b>134</b>	2405 17th Ave. North Riverside, IL
<b>135</b>	2423 S. Austin, Chicago, IL
<b>136</b>	2424 S. Pulaski, Chicago, IL
<b>137</b>	2452 W. Belmont
<b>138</b>	25 W 47th St, Chicago, IL
<b>139</b>	2500 E Lake Ave
<b>140</b>	2501 N. Mannheim
<b>141</b>	2515 Veteran's Drive
<b>142</b>	255 W. Dundee Rd Wheeling
<b>143</b>	2621 Thatcher Ave, River Grove
<b>144</b>	2650 S California Ave
<b>145</b>	26TH & BEACH, LA GRANGE
<b>146</b>	2710 170th St, Lansing
<b>147</b>	2729 JACKSON
<b>148</b>	28 N Clark St
<b>149</b>	28 W. 040 State Rt. 58 Elgin, Ill.
<b>150</b>	2800 Flossmoor Rd Flossmoor
<b>151</b>	2801 S. California
<b>152</b>	2828 W 31st.
<b>153</b>	2840 W Fullerton, Chicago
<b>154</b>	2850 S California, Chicago, IL
<b>155</b>	3 Stover Road - Barrington Hills, IL
<b>156</b>	30 S. BARRINGTON Rd.
<b>157</b>	3000 W 170th St., Hazel Crest
<b>158</b>	3026 S California
<b>159</b>	304 W Burlington Ave. LaGrange
<b>160</b>	31 Riverside Rd Riverside
<b>161</b>	3108 W GOLF RD HOFFMAN EST.
<b>162</b>	3120 Milwaukee Ave.
<b>163</b>	3151 W HARRISON
<b>164</b>	3165 W.115 <sup>th</sup> Merrionette Park
<b>165</b>	3200 Washington Blvd, Bellwood
<b>166</b>	33 N. Dearborn St
<b>167</b>	33 S. Arlington Hts Rd Arlington Hts
<b>168</b>	3435 W VanBuren, Chicago, IL
<b>169</b>	35 W 34th Street
<b>170</b>	350 Walnut Street, Northfield

<b>171</b>	3500 S. Rohlwing Rd Rolling Meadow
<b>172</b>	3510 S Michigan Avenue
<b>173</b>	3519 S 19TH St. MAYWOOD, IL
<b>174</b>	3525 S. MICHIGAN
<b>175</b>	3600 Kirchoff Rd Rolling Meadows
<b>176</b>	3700 W 175th, County Club Hills
<b>177</b>	3900 S CALIFORNIA
<b>178</b>	4 Chicago Ave Oak Park, IL
<b>179</b>	400 Forest Blvd, Park Forest
<b>180</b>	400 Park Ave River Forest
<b>181</b>	401 E IRVING PARK
<b>182</b>	4020 Olcott Ave Norridge
<b>183</b>	410 Greenbay Road, Winnetka
<b>184</b>	411 W Higgins Rd.
<b>185</b>	419 RICHMOND RD
<b>186</b>	4200 Lawndale Ave Lyons, Ill. 60534
<b>187</b>	4200 N Oak Park 60634
<b>188</b>	421 N Countyfarm Road, Wheaton
<b>189</b>	425 Hillside Ave
<b>190</b>	427 S LA SALLE SUITE 275
<b>191</b>	4331 Southwest Hwy, Hometown
<b>192</b>	440 E Thornton Lansing Rd.
<b>193</b>	4455 Sauk Trail, Richton Park
<b>194</b>	447 N Catherine LaGrange Pk.
<b>195</b>	450 W TAFT
<b>196</b>	4500 W 123rd St., Alsip
<b>197</b>	4545 W CERMAK
<b>198</b>	46 Raupp Blvd Buffalo Grove
<b>199</b>	4734 W Chicago Ave
<b>200</b>	4800 W Chicago
<b>201</b>	4859 S WABASH
<b>202</b>	4859 S Wabash, Chicago, IL
<b>203</b>	4901 Cermak Rd Cicero, IL
<b>204</b>	4909 W Division, Chicago, IL
<b>205</b>	4932 w. 25th PL Cicero
<b>206</b>	4934 S. Wabash, Chicago, IL
<b>207</b>	50 S Emerson
<b>208</b>	500 E 51ST ST
<b>209</b>	500 W. Ogden Ave Western Springs, IL
<b>210</b>	5003 W Fullerton
<b>211</b>	517 DesPlaines, Forest Park
<b>212</b>	52 W 162nd St South Holland
<b>213</b>	521 S LaGrange Rd LaGrange, IL

214	530 W.18th St
215	533 E 103rd ST
216	5333 N Western
217	536 N Harlem, River Forest
218	5401 CERMAK
219	5404 W 127 <sup>th</sup> STREET
220	55 E North Av., Northlake
221	5533 N Broadway
222	555 W Harrison
223	5550 East Ave Countryside
224	5555 W GRAND
225	5600 Old Orchard Road, Skokie
226	5650 W. 75th PL, Burbank
227	5810 Archer Rd, Summit
228	5819 Electric Ave Berkeley
229	5843 S Western, Chicago, IL
230	5912 W Cermak Rd., Cicero
231	595 N Hicks Rd Palatine
232	600 W Winchester Libertyville
233	6015 Lenzi Ave, Hodgkins
234	6100 CENTRAL Ave Edgebrook Community Center
235	6101 Capulina Ave, Morton Grove
236	6200 W Devon
237	627 S. Wood Street, Chicago
238	629 E 151ST, PHOENIX
239	6337 S Woodlawn, Chicago, IL
240	640 Cosman Rd Elk Grove Village
241	6401 W 31st Berwyn
242	650 Burnham Dr University Park IL
243	650 Phoenix Cnt Dr., Phoenix
244	6533 W Pershing Road
245	6633 Harts Road Niles, IL
246	6701 S Archer Ave, Bedford Park
247	675 Village Court, Glencoe
248	6797 W 147th Street Oak Forest, Ill.
249	6804 S PAXTON
250	69 W Washington, Chicago
251	6900 N Lincoln Ave., Lincolnwood
252	6920 N MANNEHIEM RD
253	700 N Sacramento
254	700 Park Av, Thornton
255	7000 W 46th St Forest View

<b>256</b>	703 S 5TH AVE, MAYWOOD, ILL.
<b>257</b>	7050 S May, Chicago, IL
<b>258</b>	710 Ridge Road, Wilmette
<b>259</b>	711 CHELMSFORD
<b>260</b>	7112 W 111TH STREET
<b>261</b>	7200 Milwaukee Ave Niles
<b>262</b>	725 W 138th ST, RIVERDALE
<b>263</b>	727 E 111TH ST
<b>264</b>	7300 Niles Center Road
<b>265</b>	7300 W WILSON
<b>266</b>	738 Thatcher Ave River Forest
<b>267</b>	740 Hillgrove Ave, Western Springs
<b>268</b>	7420 Fullerton Ave Elmwood Park
<b>269</b>	7500 Oketo Ave Bridgeview
<b>270</b>	7507 Cermak North Riverside
<b>271</b>	7556 W Jackson Blvd
<b>272</b>	7556 W Jackson Blvd
<b>273</b>	7600 W Ogden
<b>274</b>	7607 College Dr Palos Heights
<b>275</b>	7660 S County Line Rd Burr Ridge
<b>276</b>	7747 W. 96th Pl Hickory Hills, Ill.
<b>277</b>	7800 Archer Rd Justice
<b>278</b>	784 EXMOOR RD ,OLYMPIA FIELDS
<b>279</b>	7850 W 183rd St Tinley Park
<b>280</b>	8020 Chicago Ave River Forest
<b>281</b>	8255 WILLOW SPRINGS RD
<b>282</b>	8450 50 <sup>th</sup> McCook
<b>283</b>	850 E. 26th St. - LaGrange Park
<b>284</b>	850 E 26th St. - LaGrange Park
<b>285</b>	850 W. Irving Park Rd., Chicago
<b>286</b>	8555 W 103 <sup>rd</sup> Palos Hills
<b>287</b>	8652 W 95 <sup>th</sup> Hickory Hills
<b>288</b>	8658 S Cottage Grove
<b>289</b>	8659 S Western Ave
<b>290</b>	8699 S. Western Ave
<b>291</b>	8755 W HIGGINS
<b>292</b>	8800 W 87 <sup>th</sup> ST HICKORY HILLS
<b>293</b>	8800 W Belmont Chicago
<b>294</b>	8820 Brookfield Ave, Brookfield
<b>295</b>	8900 135th LaGrange
<b>296</b>	8923 S RIDGELAND
<b>297</b>	8999 W 123RD ST. PALOS PARK
<b>298</b>	9000 W College Pkwy - Palos Hills, IL

<b>299</b>	901 Wellington Elk Grove Village
<b>300</b>	9059 S Cottage Grove
<b>301</b>	9325 Church St DesPlaines, IL
<b>302</b>	9325 Church St
<b>303</b>	937 N Wood
<b>304</b>	9420 S. Kedzie Ave Evergreen Park
<b>305</b>	9446 S Raymond Ave, Oak Lawn
<b>306</b>	9501 W Devon Rosemont
<b>307</b>	9511 W HARRISON DES PLAINES
<b>308</b>	9526 W Irving Park Rd Schiller Park
<b>309</b>	9545 Belmont Ave Franklin Park
<b>310</b>	9901 Willow Springs Rd
<b>311</b>	AUSTIN/PATH H.S. CLINIC
<b>312</b>	Des Plaines E911 Comm Center
<b>313</b>	ENGLEWOOD CLINIC
<b>314</b>	Harvey Police Department
<b>315</b>	LAKE COOK RD & SANDERS RD.
<b>316</b>	Laramie at Main Street
<b>317</b>	NORTHWESTERN UNIVERSITY PD
<b>318</b>	Oak Forest Hospital
<b>319</b>	O'HARE AIRPORT BLDG 5
<b>320</b>	PROVIDENT HOSPITAL
<b>321</b>	Woody Winston clinic

## **Appendix 6 Data Network Policies, Procedures**

### **Change Management**

Change management is defined as the process to communicate, assess, monitor, and control all the changes to network resources and processes.

In order to control any changes that will occur in the County's network environment NCC staff will first comprehensively test any proposed change in a controlled environment, whenever possible. In addition to testing changes, this controlled environment will also provide the opportunity for staff training. Through the use of the training/testing environment, NCC staff will implement the proposed hardware/software upgrade in the controlled environment, and review the change for any impact to the network. The impact study would present a more realistic view of the change, thus allowing NCC staff to deploy the implementation with the least effect to the County's WAN. Through the use of proper backup procedures, the County would be assured the least amount of impact should a large-scale outage occur.

The Project Manager and the Director of Telecommunications role in the change management methodology will be that of a Reviewer and Approver. The NCC Project Manager will present to the County any proposed change, and the County will, at its discretion, either accept or reject the proposed change. Project related changes are logged in the project inventory.

In the event a configuration is required in response to a trouble ticket, the associated information will be logged in resolution section of the tickets. Tickets are provided to the County Director on an as need basis providing the opportunity to discuss any unplanned changes/ fixes. Persistent trouble tickets are also reviewed with the County Director and Sentinel Management on a weekly or bi-weekly basis.

### **Network Configuration Documentation**

NCC staff will maintain all network configuration documentation in an electronic format and on-line for the County's access. The network configuration documents will consist of topology drawings, an Access database recording specifics (i.e., serial number, location, IP address etc.) and the configuration files (i.e., IOS version, configuration settings, etc.) On all WAN devices, and the activity produced from the utilities monitoring the WAN.

### **Testing**

Testing involves the provision of network resources necessary for all offline environments (development, test, and/or training). It includes the ability to test changes to existing hardware and software or to test new software for the purpose of evaluation prior to taking it online.

The NCC's process for providing testing of network components prior to bringing the components on-line is as follows:

NCC staff will maintain a testing/staging environment, whenever possible, for all network components slated for WAN implementation. NCC staff will install all components and verify that all hardware is functional both physically and with all operating systems/software installed. NCC staff will test the equipment and configuration for a predetermined time to insure that all the components are functioning to the expected operating parameters.

Pending the review of testing and approval of the County Director, projects will progress from test to implementation.

### **Excerpt: NCC Security Services and Procedures**

#### **Control**

All firewall administration is performed by authorized Network Engineer II – refer to “roles and responsibilities” document for more information

- Firewall Policy
  - Default Policy
    - Any and all traffic to and from a network of lower security level is prohibited
      - Unless otherwise specified, the default policy will be enforced
  - Required authorization for changes to the default policy
    - All requests to change the default policy must be made in writing to the NCC Project Manager
      - The requested change must be made by the head of the department requesting the change
      - The requested change must include the port that needs to be opened, the service that needs to go through, and the IP addresses of the source and destination, and the purpose of the change
    - Any and all changes to the default policy must be approved by the Director Telecommunications
      - NCC security administrator must review the request, and must properly submit its opinion to the County Director of NCC who will then make a decision based on the opinion
      - The request, and the corresponding opinion must be properly filed with the Project Manager
      - Changes will be logged by the NCC Engineer in the change log and trouble ticket or project inventory – as appropriate
  - Logging & Reporting
    - Log all access through the firewall
    - Log all activities that are suspicious in nature from an IDS

#### **Remote Access**

- Types of Access Allowed (e.g. VPN, RAS, PC Anywhere, Terminal Service)
  - VPN using IPSEC will be allowed

- Request for VPN access must be made in writing to the Director of Telecommunications and NCC Operations Manager
  - VPN encryption and authentication must adhere to the encryption standard of Cook County
  - Authentication methodology must meet authentication standards of Cook County
  - NCC reserves the right to issue user ID and passwords and change them if need be without proper notification to the user
  - NCC reserves the right to shutdown VPN access if need be without proper notification to the user
- Any and all terminal emulation must be used over VPN or over a dialup
    - Exception will be made for outgoing terminal emulation, which must still be approved by the Director of NCC
- Remote Access via telephone dialup will be allowed for selected authorized personnel
    - Request for dial-up remote access must be made in writing to the Director of NCC
    - Authentication methodology must meet authentication standards of Cook County
    - Dial up access will be considered network security level 2, and will only be able to access data at the same security level. Security level 3 data will only be accessible through proper multiple factor authentication and proper encryption
    - NCC reserves the right to issue user ID and passwords and change or delete them if need be without proper notification to the user
    - NCC reserves the right to shutdown VPN access if need be without proper notification to the user

### **Wireless Access**

- Securing/Managing Authorized Wireless Access Points
  - All placement of wireless access points and related wireless device must be authorized and overseen by NCC
  - Wireless network will be considered remote access of Cook County Wide Area Network and will be required to meet all standards of remote access identified in the "Remote Access" portion of this section
  - Regular monitoring will be performed to identify unauthorized wireless access points

### **Ongoing Activities**

- Incident Warnings

- Responsible parties must actively research and document system vulnerabilities and fixes
- Virus warnings
  - NCC will actively research and document current virus threats

## Appendix 7 Data Network Agreements and Licenses

Vendor	Contract#	Description	Start Date
CDW-G LLC	13-28-026	SOFTWARE/ NETWORK EQUIPMENT /CISCO SMARTNET	5/16/2013
AT&T	10-41-35	TELEPHONE & DATA Master Service Agreement	4/8/2010
State of IL CMS-ICN	36-181	ISP Services	3/25/2013
SYSTEM SOLUTIONS INC	11-84-167A	HARDWARE AND MAINTENANCE/ CISCO SMARTNET	7/5/2012

## Appendix 8 BCDR & NOC SERVICES

Services described in this appendix are inclusive of the Monthly Service Fee outlined in Appendix 10.1 Monthly Service Fee.

### Executive Summary

Contractor shall use a state of the art Network Operations Center (NOC) to ensure 24X7 proactive monitoring and alerts to key staff members for prompt resolution. Sentinel's NOC engine is powered by a customized redundant system to provide enhanced reliable monitoring for all of the County's Core Network and AD/Exchange Devices.

Contractor has identified up to 500 Core Network Devices and 50 Server/Application devices to be monitored which will be programmed and on boarded to our SolarWinds system. Additional devices can be configured for monitoring upon request. Additional devices can be added at a cost of \$10.00 per network device per month and \$25.00/mo. for Server/Application devices.

Once the system is configured, Sentinel will schedule a class room training session for all identified users of the system.

Contractor shall provide access to all management and administrative portals as required by Cook County's Director of Telecommunications.

The Solution shall deliver the following system performance monitoring:

- Up/Down status monitoring
- Availability / Uptime
- Syslog/Trap storage
- Device Monitoring and Analysis
- CPU, Memory, Disk space and Hardware Health
- WAN Circuit status
- Traffic throughput and utilization of WAN circuits, Trunk ports, and any critical interface
- Wireless Monitoring – AP association status, SSID, Signal Strength, Wireless clients
- Alerting (built with intelligence that eliminates false positives)
- Hardware Health Reporting (fan, power supplies, temperature, environmental, ...)
- Reporting (Inventory, Utilization, Performance, and much more)
- On Demand Future Trending of Data
- SMS Web Console (now available via PDA)
- Critical Application Monitoring
- Exchange, SQL, DNS, DHCP, Active Directory, Web Sites, Web Applications, center, and Home Grown applications
- UC Applications - monitors the performance of your entire UC application infrastructure
- PRI circuits – monitors the status and capacity of your PRI's
- Call Detail Reporting - analyzes your actual user calls for quality and success (optional add-on)
- Voice Gateways - monitors the status and utilization of your voice gateways
- SIP trunks – monitors the status and capacity of your SIP trunks (optional add-on)
- QoS reporting - monitors your QoS policies to ensure your WAN traffic prioritization (optional add-on)
- WAN Quality – tracks key edge to edge WAN quality statistics (optional add-on)

The Custom SolarWinds Modules including in the Monitoring Package shall include:

## Network Management

Network Performance Monitor-  
Network Bandwidth Analyzer Pack  
Net Flow Traffic Analyzer  
Network Configuration Manager  
VoIP & Network Quality Manager  
Failover Engine  
Additional Polling Engines  
Web Server Engine

## Systems Management

Server and Application Monitor  
Storage Resource Monitor  
Web Performance Monitor  
Patch Manager  
System Center Extension Pack  
Web App Monitoring Pack

## Database Management

SolarWinds Database Performance Analyzer  
SolarWinds Database Performance Analyzer  
for Oracle®

### After Hours Service Desk Support:

Contractor Shall Provide After Hours Service Desk Support to include phone coverage, ticket creation, level 1 support, and/or ticket/call escalation for calls originating from Cook County Bureau of Technology Service Inbound Telephone Numbers.

The scope of the work for the after-hours support includes the following:

- Answering of phone calls
- Priority determination – If you answer ‘yes’ to any of these it will require an escalation
  - Is the service unusable?
  - Is there a degradation of service?
  - Is it affecting multiple users?
  - Is the business process affected greatly?
- Cherwell Ticket creation and assignment
- Level 1 support to the following Specific applications
  1. Active Directory
    - a. Password Resets
  2. ESS is the employee self-service portal to access pay stubs.
    - a. Account Activation
    - b. Password Resets

- c. Browser troubleshooting

3. Time and Attendance

- a. Escalation to Time Clock Administrators
- b. Escalation to Time Keepers
- c. E1 is JD Edwards Enterprise One Financials
- d. Password Resets
- e. Phone/ticket escalation
- f. For any issue Contact Server on-call

4. Schedule of After-hours support include

- a. Monday – Friday - 6pm – 6am
- b. Friday – Monday - 6pm – 6am

▪ Key Assumptions

- Phone etiquette and ticket entry meets industry standard
- Access to the following applications will be provided and monitored by Cook County
  - Cherwell
  - Active Directory
  - ESS
  - E1
  - VPN

## **STSC (SENTINEL TOTAL SYSTEM CARE)**

Sentinel's Managed Service is a premier offering designed to augment current IT staff. This offering provides assistance with day to day device administration and preventative maintenance to your environment. Below is a highlight of the included features:

### **Sentinel remote diagnosis and remote repair capability**

Sentinel leverages remote tools to ensure service is delivered quickly and efficiently.

### **Carrier Incident Handling**

Sentinel will work with carriers on resolving circuit issues. A letter of authorization and circuit information will need to be provided.

### **Configuration Management**

Sentinel will automatically back up configurations on Cisco network devices. Nightly config backups, Change Reports, and Compliance Reports are available in the web console.

### **Sentinel complete restore**

Sentinel stores the backed up configurations for system restoration to ensure complete functionality and minimal downtime in the event of an outage.

### **Sentinel continuous effort**

Service extends beyond hours of coverage window when necessary.

### **Sentinel end-to-end problem management**

Sentinel will provide management services and if requested, will act as the customer's agent in attempting to resolve issues with other vendors/suppliers.

### **On-Site Engineering Remediation**

Sentinel will go on-site to completely repair or troubleshoot the problem when necessary. This requires proper contracts for remote sites outside of Sentinel's direct support locations.

### **Device Administration**

Sentinel will provide resources to administer customer systems on a 24x7x365 basis. Unlimited Move, Add and Changes are included to assist with your day to day administration.

### **Preventative Maintenance and Patching**

Manufacturer releases are important for staying up to date with critical software and security patches. Sentinel will review all install updates to the systems on a quarterly basis, or as needed.

### **Review Meetings and Reporting**

Sentinel Quality Compliance team can host review meetings to review ticket and monitored data and help identify any environment trends or capacity. Additionally, automated reporting will show an executive view into the performance, availability, usage, and inventory of your environment.

### **Performance Collection and Trending**

### **Immediate leverage of HANS™ Maintenance Contracts**

Efficient and prompt response and remediation when maintenance contracts are in place.

## Appendix 9 Definitions

**“Acceptance”** means the acceptance of the successful Implementation of the complete “System” and successful completion and delivery of all Deliverables as set forth herein.

**“Application”** means the software(s) proposed to fulfill the County’s requirements under this SOW regardless of whether the Contractor has manufactured or created the software(s).

**“BCDR”** means Business Continuity and Disaster Recovery. For the purposes of this Statement of Work, the term BCDR encompasses all services described in Appendix 8, BCDR and NOC services.

**“Carrier Network;”** means any 3<sup>rd</sup> party communications service provider that transports information electronically, for example a telecommunications service provider. The term encompasses public and private companies in the telecom (landline and wireless), Internet, cable, satellite, and managed services businesses.

**“CCWAN” is an abbreviation of Cook County Wide Area Network**

**“Cloud Computing”** or “Cloud” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.

**“Community Cloud”** means a Cloud infrastructure provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.

**“County Data”** means any data, including metadata about such data and backup or other copies thereof, that the Contractor or its subcontractors obtains or accesses for the purposes of performing its obligations under the SOW; to the extent there is any uncertainty as to whether any data constitutes County Data, the data in question shall be treated as County Data.

**“County Leadership”** means the Chief Information Officer of the Bureau of Technology, The Chief Technology Officer, the Director of Telecommunications or any other position within the Bureau of Technology as designated in writing by the Chief Information Officer as authorized to direct Contractor performance. This definition of County Leadership is limited only to the body of this Statement of Work.

**“Hosting”** means the environment in which the Application and corresponding services (e.g., SaaS, PaaS, or IaaS) are deployed, regardless of whether such environment is On-Premises, Remotely Hosted, or in the Cloud, and regardless of whether a party other than the Contractor provides such environment and services. Hosting is included within the definition of System.

**“Hybrid Cloud”** means a Cloud infrastructure composed of two or more distinct Cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).

**“Hybrid Hosting”** means a combination of two or more of the following: On-Premise Hosting, Remote Hosting and/or Cloud Computing. Hybrid Hosting is different than Hybrid Cloud.

**“Infrastructure as a Service”** or **“IaaS”** means a service model where the provider provisions processing, storage, networks, and other fundamental computing resources to the County for deploying and running arbitrary software, where the County does not manage or control the underlying infrastructure but where the County has control over operating systems, storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).

**“ITIL v3”** is the third version of the Information Technology Infrastructure Library, a globally recognized collection of best practices for managing information technology (IT).

**“Local Area Network (LAN)”** is a computer network that interconnects computers within a limited area such as a residence, school, laboratory, or office building. [1] A local area network is contrasted in principle to a wide area network (WAN), which covers a larger geographic distance and may involve leased telecommunication circuits, while the media for LANs are locally managed. Ethernet over twisted pair cabling and Wi-Fi are the two most common transmission technologies in use for local area networks.

**“NCC”** means Network Control Center. The Network Control Center is one or more locations from which network monitoring and control, or network management, is exercised for the County’s telecommunications and Wide Area Network.

**“Network Change Management”** is an IT service management discipline. The objective of change management in this context is to ensure that standardized methods and procedures are used for efficient and prompt handling of all network changes to minimize the number and impact of any related incidents upon service. Network Changes may arise reactively in response to problems or proactively from seeking improved efficiency and effectiveness or to enable or reflect business initiatives, or from programs, projects or service improvement initiatives.

**“Network Equipment Management”** are the activities, as detailed in the Statement of work, used in the oversight of network equipment involved in providing Network Services to Cook County. Activities include Equipment Control and Asset Management, Equipment Inventory Procedures, Work Order Management, Equipment Maintenance Management, Equipment Warranty management, and Salvage.

**“Network Tools Management”** are the activities, as detailed in the Statement of Work, used in the oversight and administration of network tools involved in providing Network Services to Cook County.

**“Network Provisioning”** is the process of preparing and equipping a network to allow it to provide (new) services to its users.

**“Network Services”** are the services and activities, as detailed in the Statement of Work, required to provide and support the County data network environment

**“NOC”** means Network Operations Center. For the purposes of this SOW **“Network Operations Center”** and **“Network Control Center”** are synonymous.

**“On-Premise Deployment”** or **“On-Premise”** means Hosting that the County provides directly on its premises.

**“Optical Network Solutions”** is a means of communication that uses signals encoded onto light to transmit information among various nodes of a telecommunications network. They operate from the limited range of a local-area network (LAN) or over a wide-area network (WAN), which can cross metropolitan and regional areas all the way to national, international and transoceanic distances. It is a form of optical communication that relies on optical amplifiers, lasers or LEDs and wave division multiplexing (WDM) to transmit large quantities of data, generally across fiber-optic cables. Because it is capable of achieving extremely high bandwidth, it is an enabling technology for today’s Internet and the communication networks that transmit the vast majority of all human and machine-to-machine information.

**“Platform as a Service”** or **“PaaS”** means a service model where the County deploys its own applications onto the provider’s infrastructure using provider-supported coding languages and tools, but where the County does not manage or control the underlying infrastructure.

*PMBOK stands for the Project Management Body of Knowledge* and is a book which presents a set of standard terminology and guidelines (a body of knowledge) for project management. The Fifth Edition (2013) is the document resulting from work overseen by the Project Management Institute (PMI).

**“Private Cloud”** means a Cloud infrastructure provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

**“Provisioning”** means the process of preparing and equipping a network to allow it to provide new services to its users.

**“Public Cloud”** means a Cloud infrastructure provisioned for open use by the general public, which exists on the premises of the Cloud provider.

**“Recovery Point Objective”** or **“RPO”** means the point-in-time that systems and data must be recovered and may range from point-of-failure, which has minimal loss, to data backed up the previous night or previous week (e.g., point-of-failure, one hour of data, one day of transactions or paper work).

**“Recovery Time Objective”** or **“RTO”** means the timeframe business functions must be recovered after a declared outage (e.g., 24 hours).

**“Remote Hosting”** means Hosting that the County does not provide directly on its premises, but that also is not Cloud Computing.

**“Software as a Service”** or **“SaaS”** means a service model where, via a web browser or other interface, the County is to use the provider’s applications running on a Cloud Computing infrastructure, but where the County does not manage or control the underlying infrastructure.

**“Storage Area Network (SAN)”** is a network which provides access to consolidated, block level data storage. SANs are primarily used to enhance storage devices, such as disk arrays, tape libraries, and optical jukeboxes, accessible to servers so that the devices appear to the operating system as locally attached

devices. A SAN typically has its own network of storage devices that are generally not accessible through the local area network (LAN) by other devices.

**“System”** means the Application, other software, hardware, processes, services proposed to fulfill the County’s requirements under this SOW, regardless of whether the aforementioned are County-specific customizations or the Contractor’s standard offerings.

**“Transition In Period”** 90 day period from contract effective date during which Contractor implements all network operations center & BCDR requirements as stated in the SOW. During this period County will not be obligated to pay the monthly service fee for Programming Integration, BCDR and NOC services in Appx 10.1, and Contractor will not be liable for any SLA remedy payments”

**“Technology Incident Management Plan”** means an internal document maintained and published by Cook County Government’s Bureau of Technology which outlines roles and responsibilities, policy and procedures on how to effectively operate during a major technical incident as defined within the document.

**“Third Party Network Providers”** means all 3<sup>rd</sup> parties required to keep the network operational including telecommunications carriers, Network equipment providers, cable and wiring installers, data center providers, building management companies, equipment installers, and providers of Network Management Tools and Software.

**“Virtual Private Network (VPN)”** extends a private network across a public network, such as the Internet. It enables users to send and receive data across shared or public networks as if their computing devices were directly connected to the private network, and thus are benefiting from the functionality, security and management policies of the private network. A VPN is created by establishing a virtual point to point connection through the use of dedicated connections, virtual tunneling protocols, or traffic encryption.

**“Wide Area Network (WAN)”** is a telecommunications network or computer network that extends over a large geographical distance. Wide area networks are often established with leased telecommunication circuits.

Business, education and government entities use wide area networks to relay data among staff, students, clients, buyers, and suppliers from various geographical locations. In essence, this mode of telecommunication allows a business to effectively carry out its daily function regardless of location. The Internet may be considered a WAN.<sup>[1]</sup>

**“Wireless local area network (WLAN)”** is a wireless computer network that links two or more devices using a wireless distribution method (often spread spectrum or OFDM radio) within a limited area such as a home, school, computer laboratory, or office building. This gives users the ability to move around within a local coverage area and still be connected to the network, and can provide a connection to the wider Internet. Most modern WLANs are based on IEEE 802.11 standards, marketed under the Wi-Fi brand name.

# APPENDIX 10 PRICING

## Appendix 10.1 Monthly Service Fee

Monthly Service fee to meet all Service Objectives as described in section 2 Scope of Network Service services. The Price shall be based on 2,000 hours per FTE, and FTE rates will increase 2% per year for the term of the contract and subsequent renewal periods (if optioned by the County).

The 2,000 hour baseline will be reviewed annually based on staff actual reported hours and be justified by workload, or County may adjust staffing to meet identified workload requirements. Any adjustment to staffing which would have adverse impact on SLAs will be reported to County by Sentinel.

YEAR 1 COST SCHEDULE					
ID	Role	Hourly Rate	Annual Total Hours	Annual Cost	Monthly Service Fee
1.001	Network/Project Manager	\$ 110.86	2,000	\$221,720	\$18,477
1.002	Operations Manager	\$ 67.80	2,000	\$135,600	\$11,300
1.003	Senior Engineer	\$ 108.15	2000	\$216,300	\$18,025
1.004	Network Engineer II - 1st shift	\$ 83.43	2,000	\$166,860	\$13,905
1.005	Network Engineer II - 2nd shift	\$ 87.55	2,000	\$175,100	\$14,592
1.006	Network Engineer II - 1st shift	\$ 83.43	2,000	\$166,860	\$13,905
1.007	Network Engineer II - 1st shift	\$ 83.43	2,000	\$166,860	\$13,905
1.008	Network Engineer I - 1st shift	\$ 66.95	2,000	\$133,900	\$11,158
1.009	Programming Integration	\$ 165.00	140	\$23,100	\$1,925
1.010	BCDR & NOC Services	\$ 162,000.00	1	\$162,000	\$13,500
1-A			<b>YEAR 1 SUBTOTAL</b>	<b>\$1,568,300</b>	<b>\$130,692</b>

**YEAR 2 COST SCHEDULE**

<b>ID</b>	<b>Role</b>	<b>Hourly Rate</b>	<b>Annual Total Hours</b>	<b>Annual Cost</b>	<b>Monthly Service Fee</b>
2.001	<b>Network/Project Manager</b>	\$ 114.18	2000	\$226,240	\$18,853
2.002	<b>Operations Manager &amp; Network Engineer I</b>	\$ 69.84	2,000	\$138,360	\$11,530
2.003	<b>Senior Engineer</b>	\$ 111.39	2,000	\$220,720	\$18,393
2.004	<b>Network Engineer II - 1st shift</b>	\$ 85.93	2,000	\$170,260	\$14,188
2.005	<b>Network Engineer II - 2nd shift</b>	\$ 90.18	2,000	\$178,680	\$14,890
2.006	<b>Network Engineer II - 1st shift</b>	\$ 85.93	2,000	\$170,260	\$14,188
2.007	<b>Network Engineer II - 1st shift</b>	\$ 85.93	2,000	\$170,260	\$14,188
2.008	<b>Network Engineer I - 1st shift</b>	\$ 68.96	2,000	\$136,640	\$11,387
2.009	<b>BCDR &amp; NOC Services</b>			\$126,000	\$10,500
<b>2-A</b>			<b>YEAR 2 SUBTOTAL</b>	<b>\$1,537,420</b>	<b>\$128,118</b>

**YEAR 3 COST SCHEDULE**

<b>ID</b>	<b>Role</b>	<b>Hourly Rate</b>	<b>Annual Total Hours</b>	<b>Annual Cost</b>	<b>Monthly Service Fee</b>
3.001	<b>Network/Project Manager</b>	\$ 117.61	2,000	\$230,860	\$19,238
3.002	<b>Operations Manager &amp; Network Engineer I</b>	\$ 71.93	2,000	\$141,200	\$11,767
3.003	<b>Senior Engineer</b>	\$ 114.74	2,000	\$225,220	\$18,768
3.004	<b>Network Engineer II - 1st shift</b>	\$ 88.51	2,000	\$173,740	\$14,478
3.005	<b>Network Engineer II - 2nd shift</b>	\$ 92.88	2,000	\$182,320	\$15,193
3.006	<b>Network Engineer II - 1st shift</b>	\$ 88.51	2,000	\$173,740	\$14,478
3.007	<b>Network Engineer II - 1st shift</b>	\$ 88.51	2,000	\$173,740	\$14,478
3.008	<b>Network Engineer I - 1st shift</b>	\$ 71.03	2,000	\$139,420	\$11,618
3.009	<b>BCDR &amp; NOC Services</b>			\$128,571	\$10,714
<b>3-A</b>			<b>YEAR 3 SUBTOTAL</b>	<b>\$1,568,811</b>	<b>\$130,734</b>

**YEAR 4 COST SCHEDULE**

<b>ID</b>	<b>Role</b>	<b>Hourly Rate</b>	<b>Annual Total Hours</b>	<b>Annual Cost</b>	<b>Monthly Service Fee</b>
4.001	<b>Network/Project Manager</b>	\$ 121.14	2,000	\$235,580	\$19,632
4.002	<b>Operations Manager &amp; Network Engineer I</b>	\$ 74.09	2,000	\$144,080	\$12,007
4.003	<b>Senior Engineer</b>	\$ 118.18	2,000	\$229,820	\$19,152
4.004	<b>Network Engineer II - 1st shift</b>	\$ 91.17	2,000	\$177,280	\$14,773
4.005	<b>Network Engineer II - 2nd shift</b>	\$ 95.67	2,000	\$186,040	\$15,503
4.006	<b>Network Engineer II - 1st shift</b>	\$ 91.17	2,000	\$177,280	\$14,773
4.007	<b>Network Engineer II - 1st shift</b>	\$ 91.17	2,000	\$177,280	\$14,773
4.008	<b>Network Engineer I - 1st shift</b>	\$ 73.16	2,000	\$142,260	\$11,855
4.009	<b>BCDR &amp; NOC Services</b>	\$ 133,673.00	1	\$131,195	\$10,933
<b>4-A</b>			<b>YEAR 4 SUBTOTAL</b>	<b>\$1,600,815</b>	<b>\$133,401</b>

**YEAR 5 SCHEDULE**

<b>ID</b>	<b>Role</b>	<b>Hourly Rate</b>	<b>Annual Total Hours</b>	<b>Annual Cost</b>	<b>Monthly Service Fee</b>
5.001	<b>Network/Project Manager</b>	\$ 124.77	2,000	\$240,380	\$20,032
5.002	<b>Operations Manager &amp; Network Engineer I</b>	\$ 76.32	2,000	\$147,020	\$12,252
5.003	<b>Senior Engineer</b>	\$ 121.17	2,000	\$234,520	\$19,543
5.004	<b>Network Engineer II - 1st shift</b>	\$ 93.90	2,000	\$180,900	\$15,075
5.005	<b>Network Engineer II - 2nd shift</b>	\$ 98.54	2,000	\$189,840	\$15,820
5.006	<b>Network Engineer II - 1st shift</b>	\$ 93.90	2,000	\$180,900	\$15,075
5.007	<b>Network Engineer II - 1st shift</b>	\$ 93.90	2,000	\$180,900	\$15,075
5.008	<b>Network Engineer I - 1st shift</b>	\$ 75.35	2,000	\$145,160	\$12,097
5.009	<b>BCDR &amp; NOC Services</b>			\$133,872	\$11,156
<b>5-A</b>			<b>YEAR 5 SUBTOTAL</b>	<b>\$1,633,492</b>	<b>\$136,124</b>

## Appendix 10.2 Network Consulting Services Pricing

Network Consulting Services related to Network Operation and Functionality that may not be expressly in the Scope of Service requirements. These services will be on a Time and Materials hourly basis at rates subject to daily hour minimums.

### **Sentinel Technologies, Inc.**

<b>Consulting Services Rates</b>	<b>4hr Minimum Hourly Rate</b>	<b>8hr Minimum Hourly Rate</b>
Network/Project Manager	\$ 137.00	\$ 130.00
Operations Manager/Network Engineer 1	\$ 117.00	\$ 110.00
Senior Network Engineer	\$ 157.00	\$ 150.00
Architect	\$ 157.00	\$ 150.00
Network Engineer - 1st Shift	\$ 107.00	\$ 100.00
Network Engineer - 2nd Shift	\$ 117.00	\$ 110.00
VoIP Engineer - 1st Shift	\$ 107.00	\$ 100.00
VoIP Engineer - 2nd Shift	\$ 117.00	\$ 110.00
Other Resources/Subject Matter Experts for Projects or Emergencies	\$ 157.00	\$ 150.00

SAN and Security T&M rates included in Other Resources/SMEs

### **Appendix 10.3 Network Equipment Pricing**

Contractor shall supply network equipment and manufacturer warranty at a percent discount off of manufacturer's list price per table below:

#### **Sentinel Technologies, Inc.**

<b>Equipment Manufacturer</b>	<b>Percentage Discount%</b>
Cisco	60%
EMC	15%
HP	8%
Dell	8%
Cisco Smartnet/ HANS	25%

Note: Cisco Hardware & Software 60% off Cisco List price for new Cisco devices  
Sentinel HANS - Cisco SMARTnet equivalent hardware/software support 25% off Cisco SMARTnet pricing where first call support is to Sentinel and County can add equipment as requested and will be co-terminus annually.

### Appendix 10.4 Service Level Credits

<b>Sentinel Technologies, Inc.-Service Level Agreements (SLA) Service Credits</b>						
	<b>Service Type</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLA</b>	<b>Proposed \$ (dollar) Credit if missed w/i month</b>	<b>Notes</b>
2.001	Circuit Availability — Critical Locations	Availability	<i>Sun-Sat, 0000-2400</i>	0.00%	\$0.00	SLA is with Carrier
2.002	Circuit Availability— Standard Locations	Availability	<i>Sun-Sat, 0000-2400</i>	0.00%	\$0.00	SLA is with Carrier
2.003	Internet Access Availability	Availability	<i>Sun-Sat, 0000-2400</i>	99.90%	Sec 2.11.3	*PDPM
2.004	Router Availability - Critical Locations	Availability	<i>Sun-Sat, 0000-2400</i>	99.90%	Sec 2.11.3 (5X)**	*PDPM
2.005	Router Availability - Standard Location	Availability	<i>Sun-Sat, 0000-2400</i>	99.90%	Sec 2.11.3	*PDPM
2.006	LAN Availability – Critical Location	Availability	<i>Sun-Sat, 0000-2400</i>	99.99%	Sec 2.11.3 (5X)**	*PDPM
2.007	LAN Availability - Standard Location	Availability	<i>Sun-Sat, 0000-2400</i>	99.90%	Sec 2.11.3	*PDPM
2.008	VPN Availability	Availability	<i>Sun-Sat, 0000-2400</i>	99.99%	Sec 2.11.3	*PDPM
2.009	IP Dial Availability	Availability	<i>Sun-Sat, 0000-2400</i>	99.99%	Sec 2.11.3	*PDPM
2.01	Network Transit Delay	Elapsed Time – round trip transit delay from ingress and egress ports on premise devices.	<i>120 ms</i>	99.99%	Sec 2.11.3	*PDPM
2.011	Packet Delivery Ratio	Successful packet transmission	<i>99.90%</i>	99.95% (data loss ≤ 0.05%)	Sec 2.11.3	*PDPM
2.012	Jitter	Variation in timing, or time of arrival, of received packets.	<i>10 ms</i>	99.95%	Sec 2.11.3	*PDPM
2.013	Network Service Capacity Reallocation or Change	Proactive monitoring and preemptive intervention to advise the County of need to increase capacity.	<i>Sustained avg. daily utilization reaches 60% of installed capacity</i>	98.00%	Sec 2.11.3	*PDPM

2.014	IMAC— Implement service packs and updates to "dot" releases	Overall Schedule	<4 hours <i>Note: Non-emergency IMACs should be performed during pre-scheduled maintenance hours</i>	98.00%	Sec 2.11.3	*PDPM
2.015	IMAC—Implement version or major release updates	Overall Schedule	<24 hours	98.00%	Sec 2.11.3	*PDPM
2.016	IMAC—service addition or change as scheduled under Change Control process	Elapsed Time	<i>Increases of installed capacity within 2 months</i>	95.00%	Sec 2.11.3	*PDPM
	IMAC—service addition or change as scheduled under Change Control process	Elapsed Time	<i>Increases of installed capacity within 6 months</i>	95.00%	Sec 2.11.3	*PDPM
2.017	Adding/deleting user accounts	Response Time	<i>Mon–Fri, 0600–2100, immediately</i>	99.00%	Sec 2.11.3	*PDPM
2.018	Firewall Management	Response Time	<i>Emergencies: ≤2 hours</i>	99.00%	Sec 2.11.3	*PDPM
2.019	Implementation of firewall changes related to changing, adding/deleting firewall rules.	Overall Schedule	<i>Standard Requests: within normal change control parameters after submission by the County</i>		Sec 2.11.3	*PDPM
2.02	Activate Ports		<4 hours	98.00%	Sec 2.11.3	*PDPM
	* PDPM - Per Device, per Month the SLA missed					
	**Credit Calculation Methodology - see Sec 2.11.3 times (5)					

County receives five (5) X credit for the following::

- Firewalls
- Switches 6000 series & above
- Designated Routers in specific Critical County locations ( up to 15)

EXHIBIT 2

Cook County IT Special Conditions

## Exhibit 2

### Cook County Information Technology Special Conditions (ITSCs)

#### 1. DEFINITIONS FOR SPECIAL CONDITIONS

1.1. **"Assets"** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.2. **"Business Associate Agreement"** or **"BAA"** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. **"Business Continuity Plan"** means the planned process, and related activities, required to maintain continuity of business operations between the period of time following declaration of a Disaster until such time an IT environment is returned to an acceptable condition of normal business operation.

1.4. **"Cardholder Data"** means data that meets the definition of "Cardholder Data" in the most recent versions of the Payment Card Industry's Data Security Standard.

1.5. **"Change"** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.6. **"Change Management"** means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency-approved Changes with minimum disruption.

1.7. **"Change Order"** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.8. **"Change Request"** means one Party's request to the other Party for a Change Order.

1.9. **"Contractor"** has the same meaning as either: (a) both "Contractor" and "Consultant" as such terms are defined, and may be interchangeably used in the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) "Contractor" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.10. **"Contractor Confidential Information"** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.11. **"Contractor Facilities"** means locations owned, leased or otherwise utilized by

Contractor and its Subcontractors from which it or they may provide Services.

1.12. **"Contractor Intellectual Property"** means all Intellectual Property owned or licensed by Contractor.

1.13. **"Contractor IP Materials"** means all IP Materials owned or licensed by Contractor.

1.14. **"Contractor Personnel"** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor.

1.15. **"Contractor-Provided Equipment"** means Equipment provided by or on behalf of Contractor."

1.16. **"Contractor-Provided Software"** means Software provided by or on behalf of Contractor.

1.17. **"Criminal Justice Information"** means data that meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.18. **"Critical Milestone"** means those milestones critical to the completion of the Services as identified in this Agreement, in any work plan, project plan, statement of work, or other document approved in advance by the Using Agency.

1.19. **"Data Protection Laws"** means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.20. **"Data Security Breach"** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency Confidential Information.

1.21. **"Deliverable"** has the same meaning as either: (a) "Deliverable" as defined in the County's Professional Services Agreement, if such document forms the basis of this Agreement; or (b) "Deliverable" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement. In either case, Deliverables includes without limitation Contractor-Provided Equipment, Contractor-Provided Software, Developed Intellectual Property.

1.22. **"Developed Intellectual Property"** means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.23. **"Developed Software"** any Software conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services (including any modifications, enhancements, patches, upgrades or similar developments).

1.24. **"Disaster"** means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization's part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.25. **"Disaster Recovery Plan"** means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.26. **"Equipment"** means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.27. **"Exit Assistance Plan"** means a detailed plan for the delivery of the Exit Assistance Services.

1.28. **"Exit Assistance Period"** has the meaning given in Section 9.2.

1.29. **"Exit Assistance Services"** means such exit assistance services as are reasonably necessary from Contractor and/or its Subcontractors to enable a complete transition of the affected Services to the Using Agency or the Using Agency's designee(s), including, but not limited to, all of the services, tasks and functions described in Section 9.

1.30. **"Illicit Code"** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.31. **"Incident"** means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident.

1.32. **"Intellectual Property"** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.33. **"IP Materials"** means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques,

technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

1.34. **"Laws"** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.35. **"Open Source Materials"** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works; and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.36. **"Party"** means either County, on behalf of County and its Using Agencies, or Contractor.

1.37. **"Parties"** means both County, on behalf of County and its Using Agencies, and Contractor.

1.38. **"Personal Information"** means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor's Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.39. **"Problem"** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.40. **"Protected Health Information"** or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.41. **"Public Record"** shall have the same meaning as the term "public record" in the Illinois Local Records Act, 50 ILCS 205/1 et seq.

1.42. **"Required Consent"** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.43. **"Services"** either: (a) has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor's services and other acts required in preparing, developing, and tendering the Using Agency's Deliverables as "Deliverables" is defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.44. **"Service Level Agreements" or "SLA"** means service level requirement and is a standard for performance of Services, which sets Contractor and Using Agency expectations, and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, changed and controlled.

1.45. **"Software"** means computer software, including source code, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

1.46. **"Third Party"** means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

1.47. **"Third Party Intellectual Property"** means all Intellectual Property owned by a Third Party, including Third Party Software.

1.48. **"Third Party Contractor"** means a Third Party that provides the Using Agency with products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not "Third Party Contractors."

1.49. **"Third Party Software"** means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency's specifications shall not be considered Third Party Software.

1.50. **"Using Agency"** has the same meaning as the term "Using Agency" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.51. **"Using Agency Confidential Information"** means: (a) all non-public proprietary information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; (b) Using Agency Data; and (c) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.52. **"Using Agency Data"** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency

Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.53. **"Using Agency Intellectual Property"** means all Intellectual Property owned or licensed by the Using Agency, including Developed Intellectual Property.

1.54. **"Using Agency IP Materials"** means all IP Materials owned or licensed by the Using Agency.

1.55. **"Using Agency-Provided Equipment"** means Equipment provided by or on behalf of Using Agency.

1.56. **"Using Agency-Provided Software"** means Software provided by or on behalf of Using Agency.

1.57. **"WISP"** means written information security program.

## 2. SERVICES AND DELIVERABLES

2.1. **Approved Facilities.** Contractor will perform Services only within the continental United States and only from locations owned, leased or otherwise utilized by Contractor and its Subcontractors.

2.2. **Licenses and Export Controls.** Contractor will be responsible for obtaining all necessary export authorizations and licenses for export of technical information or data relating to Using Agency Data, Software, Intellectual Property, IP Materials, or otherwise under this Agreement.

2.3. **Required Consents for Assets in Use and Third Party Contracts as of the Effective Date.** Contractor shall be responsible for obtaining all Required Consents relating to this Agreement. If Contractor is unable to obtain a Required Consent, Contractor shall implement, subject to the Using Agency's prior approval, alternative approaches as necessary to perform the Services. Contractor shall be responsible for and shall pay all costs associated with this section, including any fees or other charges imposed by the applicable Third Parties as a condition or consequence of their consent (e.g., any transfer, upgrade or similar fees). The Using Agency shall cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.4. **SLAs and Critical Milestones.** Commencing on the Effective Date or as otherwise specified in this Agreement, Contractor shall, as set forth in this Agreement: (a) perform the Services in accordance with SLAs and Critical Milestones; and (b) regularly measure and report on its performance against SLAs and Critical Milestones. Contractor shall maintain all data relating to and supporting the measurement of its performance, including performance against SLAs and Critical Milestones, in sufficient detail to permit a "bottom up" calculation, analysis and reconstruction of performance reports (including all inclusion and exclusion calculations) throughout the term of this Agreement. Such data shall be made available to the Using Agency in an electronic format reasonably acceptable to the Using Agency upon reasonable request and upon the expiration or termination of this Agreement.

2.5. Default SLAs, Critical Milestones and Fee Reductions. Unless otherwise explicitly specified in this Agreement, the Contractor's SLAs, SLA targets, and Critical Milestones shall be those that the Using Agency recognizes as commonly accepted "industry best practices" for Services of similar cost, size, and criticality. For example and without limitation, such SLAs include availability and performance Contractor-Provided Software and hosting-related Services, on-time delivery of Deliverables, response and resolution times of Contractor's service desk. For example and without limitation, such Critical Milestones include significant events in projects such as completion of major Deliverables. Unless otherwise specified in this Agreement, Contractor shall proportionately reduce fees for failing to perform the Services in accordance with applicable SLAs and for failing to timely achieve Critical Milestones, and the Using Agency may withhold that amount of fee reduction from any outstanding Contractor invoice. Except as expressly allowed under this Agreement, any such fee reduction accompanying a failure to meet applicable SLAs or Critical Milestones shall not be the Using Agency's exclusive remedy and shall not preclude the Using Agency from seeking other remedies available to it for a material breach of this Agreement.

2.6. Standards and Procedures Manual. Contractor will prepare, update, and maintain a manual ("Standards and Procedures Manual") subject to the Using Agency's review and approval that shall: (a) be based upon ITIL processes and procedures; (b) conform to the Using Agency's standard operating procedures (c) be suitable to assist the Using Agency and the Using Agency's auditors in verifying and auditing the Contractor's performance of the Services; and (d) detail the operational and management processes by which Contractor will perform the Services under this Agreement, including to the extent applicable, processes relating to: (i) Change Management and Change control; (ii) Incident management; (iii) Problem management; (iv) configuration management; (v) backup and restore; (vi) capacity management and full utilization of resources; (vii) project management; (viii) management information; (ix) security processes; (x) Contractor's Business Continuity Plan; (xi) Contractor's Disaster Recovery Plan; and (xii) administration, including invoicing. Where this Agreement assumes that the Using Agency will provide Tier 1 help desk support, the Standards and Procedures Manual shall also include sufficient help desk scripts for the Using Agency to provide such support. Contractor will perform the Services in accordance with the Standards and Procedures Manual; *provided, however*, that the provisions of the Standards and Procedures Manual shall never supersede the provisions of this Agreement.

2.7. Project Management Methodology. Contractor shall perform the Services in accordance with an industry-recognized project management methodology and procedures, subject to Using Agency approval. Contractor shall comply with the Using Agency's procedures for tracking progress and documents for the duration of the Agreement, including the submission of weekly or monthly status reports to the Using Agency as the Using Agency may require.

2.8. Change Management Procedures. Contractor shall utilize Change Management procedures, subject to Using Agency approval, that conform to ITIL/ITSM to manage, track and report on Changes relating to the Services, including procedures for scheduling maintenance, patching, replacement of assets, and other matters required for proper management of the Services. No Change will be made without the Using Agency's prior written consent (which may be given or withheld in the Using Agency's sole discretion), unless such Change: (a) has no impact on the Services being provided by Contractor; (b) has no impact on the security of the Using Agency Data and the Using Agency systems; and (c) causes no increase in any fees under this Agreement or the Using Agency's retained costs.

2.9. Resources Necessary for Services. Except as set forth in this Agreement, Contractor shall provide and be financially responsible for all Equipment, Software, materials, facilities, systems and other

resources needed to perform the Services in accordance with the Agreement.

2.10. Using Agency Resources. Except as explicitly allowed under this Agreement, Contractor shall not use, nor permit any Subcontractor, employee, agent, or other Third Party to use any Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency facilities, or any other Equipment, Software, materials, facilities, systems or other resources that the Using Agency provides or otherwise makes available under this Agreement for any purpose other than the performance of the Services; and Contractor shall do so only upon prior written approval of the Using Agency. Contractor shall not purport to, pledge or charge by way of security any of the aforementioned. Contractor shall keep any Equipment owned or leased by the Using Agency that is under Contractor's or a Contractor Subcontractor's control, secure and, for any such Equipment that is not located at the Using Agency facilities, such Equipment shall be clearly identified as the Using Agency's and separable from Contractor's and Third Parties' property.

2.11. Maintenance of Assets. Contractor shall maintain all Equipment, Software, materials, systems, and other resources utilized predominately or exclusively for performing Services in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.12. Service Compatibility. To the extent necessary to provide the Services, Contractor shall ensure that the Services, Contractor-Provided Equipment and Contractor-Provided Software (collectively, the "Contractor Resources") are interoperable with the Using Agency-Provided Equipment, Using Agency-Provided Software and with the Using Agency's other Assets, at no cost beyond that specified in this Agreement and without adversely affecting any systems or services retained by the Using Agency or its Third Party Contractors. In the event of any Problem related to service compatibility where it is not known whether the Problem is caused by Contractor's Assets or by Using Agency's Assets, Contractor shall be responsible for correcting the Problem except to the extent that Contractor can demonstrate, to the Using Agency's satisfaction, that the cause was not due to Contractor Resources or to Contractor's action or inaction.

2.13. Cooperation with Using Agency's Third Party Contractors. Contractor shall cooperate with all Third Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors. Subject to reasonable confidentiality requirements, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services; (b) assistance and support services to such Third Party Contractors; (c) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (d) applicable written requirements of any necessary modifications to the systems or computing environment; and (e) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard security policies.

2.14. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services or replacing the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement or transition to a subsequent Third Party

Contractor; (b) answering Third Parties' and Using Agency's questions regarding the procurement and Services transition; and (c) allowing Third Parties participating in the Using Agency's procurement to perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

### **3. WARRANTIES**

3.1. Compliance with Law and Regulations. Contractor represents and warrants that it shall perform its obligations under this Agreement in accordance with all Laws applicable to Contractor and its business, including Laws applicable to the manner in which the Services are performed, including any changes in such Laws. With respect to laws governing data security and privacy, the term 'Contractor Laws' shall include any Laws that would be applicable to Contractor if it, rather than the Using Agency, were the owner or data controller of any of the Using Agency Data in its possession or under its control in connection with the Services. Contractor also represents and warrants that it shall identify, obtain, keep current, and provide for Contractor's inspection, all necessary licenses, approvals, permits, authorizations, visas and the like as may be required from time to time under Contractor Laws for Contractor to perform the Services.

3.2. Non-Infringement. Contractor represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret or other proprietary rights of any Third Party.

3.3. Contractor Materials and Third Party Intellectual Property. Contractor represents and warrants that it owns, or is authorized to use, all Contractor Intellectual Property, Contractor IP Materials and Contractor-provided Third Party Intellectual Property.

3.4. Developed Software. Contractor represents and warrants that all Developed Software shall be free from material errors in operation and performance, shall comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such Developed Software by the Using Agency; provided, however, for Developed Software that executes on a monthly or less frequent basis (e.g., quarterly or annual cycle), such warranty period will commence on the date of first execution of such Software. Any repairs made to Developed Software pursuant to this Section shall receive a new twelve (12) month warranty period in accordance with the terms of this Section.

3.5. No Open Source. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into, derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

3.6. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor

acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

3.7. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) use reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software or Equipment.

3.8. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a Third Party, then Contractor, to the extent it is legally able to do so, shall pass through any such Third Party warranties to the Using Agency and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

3.9. Data Security. Contractor warrants and represents that (i) the performance of the Services shall not permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information; and (ii) it complies and shall comply with all Using Agency security policies in place from time to time during the term of this Agreement.

#### **4. INTELLECTUAL PROPERTY**

4.1. Using Agency Intellectual Property. The Using Agency retains all right, title and interest in and to all Using Agency Intellectual Property and Using Agency IP Materials. To the extent the Using Agency may grant such license, Contractor is granted a worldwide, fully paid-up, nonexclusive license during the term of this Agreement to use, copy, maintain, modify, enhance and create derivative works of the Using Agency Intellectual Property and Using Agency IP Materials that are necessary for performing the Services, and that are explicitly identified in writing by the Using Agency's Chief Information Officer, for the sole purpose of performing the Services pursuant to this Agreement. Contractor shall not be permitted to use any of the Using Agency Intellectual Property or Using Agency IP Materials for the benefit of any entities other than the Using Agency. Contractor shall cease all use of the Using Agency Intellectual Property and Using Agency IP Materials upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement or relevant Services under this Agreement, Contractor shall return to the Using Agency all the Using Agency Intellectual Property, Using Agency IP Materials and copies thereof possessed by Contractor.

4.2. Developed Intellectual Property. As between the Parties, the Using Agency shall have all right, title and interest in all Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the Using Agency without further consideration all of its right, title and interest in such Developed Intellectual Property, including all rights of patent, copyright,

trade secret or other proprietary rights in such materials, which assignment shall be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the Using Agency may reasonably request, to perfect the Using Agency's ownership of any such Developed Intellectual Property. Contractor shall secure compliance with this Section by any personnel, employees, contractors or other agents of Contractor and its Subcontractors involved directly or indirectly in the performance of Services under this Agreement.

4.3. Contractor Intellectual Property. Contractor retains all right, title and interest in and to Contractor Intellectual Property and Contractor IP Materials that Contractor developed before or independently of this Agreement. Contractor grants to the Using Agency, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, and create derivative works based upon Contractor Intellectual Property and Contractor IP Materials, in any media now known or hereafter known, to the extent the same are embodied in the Services and Deliverables, or otherwise required to exploit the Services or Deliverables. During the term of this Agreement and immediately upon any expiration or termination thereof for any reason, Contractor will provide to the Using Agency the most current copies of any Contractor IP Materials to which the Using Agency has rights pursuant to the foregoing, including any related documentation. Contractor bears the burden to prove that Intellectual Property and IP Materials related to this Agreement were not created under this Agreement.

4.4. Third Party Intellectual Property. Contractor shall not introduce into the Using Agency's environment any Third Party Intellectual Property or otherwise use such Third Party Intellectual Property to perform the Services without first obtaining the prior written consent from the Using Agency's Chief Information Officer, which the Using Agency may give or withhold in its sole discretion. A decision by the Using Agency to withhold its consent shall not relieve Contractor of any obligation to perform the Services.

4.5. Residual Knowledge. Nothing contained in this Agreement shall restrict either Contractor or Using Agency from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the Services which either Contractor or Using Agency, individually or jointly, develops or discloses under this Agreement, provided that in doing so Contractor or Using Agency does not breach its respective obligations under Section 5 relating to confidentiality and non-disclosure and does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 4, neither this Agreement nor any disclosure made hereunder grants any license to either Contractor or Using Agency under any Intellectual Property rights of the other.

4.6. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP Materials. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include the right of use by Third Party Contractors for the benefit of the Using Agency, the right to make backup copies for backup purposes or as may be required by the Using Agency's Business Continuity Plan or Disaster Recovery Plan, the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements, and the right to give reasonable approval before Contractor changes Contractor-Provided Software in a manner that materially and negatively impacts the Using Agency.

## **5. USING AGENCY DATA AND CONFIDENTIALITY**

5.1. Property of Using Agency. All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

5.2. Acknowledgment of Importance of Using Agency Confidential Information. Contractor acknowledges the importance of Using Agency Confidential Information, including without limitation Using Agency Data, to the Using Agency and, where applicable, Third Party proprietors of such information, and recognizes that the Using Agency and/or Third Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

5.3. Return of Using Agency Data and Other Using Agency Confidential Information. Upon the Using Agency's request, at any time during this Agreement or at termination or expiration of this Agreement, Contractor shall promptly return any and all requested Using Agency Data and all other requested Using Agency Confidential Information to the Using Agency or its designee in such a format as the Using Agency may reasonably request. Contractor shall also provide sufficient information requested by the Using Agency about the format and structure of the Using Agency Data to enable such data to be used in substantially the manner in which Contractor utilized such data. Also upon Using Agency's request, in lieu of return or in addition to return, Contractor shall destroy Using Agency Data and other Using Agency Confidential Information, sanitize any media upon which such the aforementioned resided using a process that meets or exceeds DoD 5220.28-M 3-pass specifications, and provide documentation of same within 10 days of completion, all in compliance with Using Agency's policies and procedures as updated. All other materials which contain Using Agency Data and other Using Agency Confidential Information shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88; and upon Using Agency request, Contractor shall provide Using Agency with a certificate of destruction in compliance with NIST Special Publication 800-88. Contractor shall be relieved from its obligation to perform any Service to the extent the return of any Using Agency Data or other Using Agency Confidential Information at the Using Agency's request under this Section materially impacts Contractor's ability to perform such Service; provided, that Contractor gives the Using Agency notice of the impact of the return and continues to use reasonable efforts to perform.

5.4. Public Records. Contractor will adhere to all Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor shall: (a) store Using Agency Data in such a way that each record is individually accessible for the length of the Using Agency's scheduled retention; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

5.5. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose Using Agency Data or other Using Agency Confidential Information in accordance with a requirement or request by operation of Law, regulation or court order, Contractor shall, except to the extent prohibited by law: (a) advise the Using Agency thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful and reasonably practical; (c) afford the Using Agency a reasonable opportunity to intervene in the proceedings; and (d) comply with the Using Agency's requests as to the manner and terms of any such disclosure.

5.6. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly, at its own expense: (a) notify the Using Agency in writing; (b) take such actions as may be necessary or reasonably requested by the Using Agency to minimize the violation; and (c) cooperate in all reasonable respects with the Using Agency to minimize the violation and any damage resulting therefrom.

5.6. Undertakings With Respect To Personnel. Contractor acknowledges and agrees that it is responsible for the maintenance of the confidentiality of Using Agency Data and other Using Agency Confidential Information by Contractor Personnel. Without limiting the generality of the foregoing, Contractor shall undertake to inform all Contractor Personnel of Contractor's obligations with respect to Using Agency Data and other Using Agency Confidential Information and shall undertake to ensure that all Contractor Personnel comply with Contractor's obligations with respect to same.

5.7. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the opinion of the Using Agency, does not pass the background check.

5.8 Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

## **6. DATA SECURITY AND PRIVACY**

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry leading practices and the Using Agency's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

6.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of

Personal Information by Contractor pursuant to its obligations under this Agreement and applicable Data Protection Laws and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Using Agency of the same. Contractor and all Contractor Personnel shall comply with all the Using Agency policies and procedures regarding data access, privacy and security.

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the more rigorous of: (a) the Using Agency Policies as updated; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated; or (d) compliance with the then-current NIST 800-series standards and successors thereto or an equivalent, generally accepted, industry-standard security standards series.

6.4. Written Information Security Program. Contractor shall establish and maintain a WISP designed to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information. Contractor's WISP shall include Data Breach procedures and annual Data Breach response exercises. Contractor's WISP shall be reasonably detailed and shall be subject to the Using Agency's reasonable approval.

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

6.6. Information Access. Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off-boarded Contractor Personnel, Subcontractors and agents.

6.7. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor shall execute a Business Associate Agreement in a form provided by the Using Agency.

6.8. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor shall execute an addendum to this

Agreement governing the Contractor's access to such Criminal Justice Information in a form provided by the Using Agency.

6.9. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor shall tender to Using Agency a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

6.10. Encryption Requirement. Contractor shall encrypt all Personal Information and all other Using Agency Confidential Information the disclosure of which would reasonably threaten the confidentiality and security of Using Agency Data. Contractor shall encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor shall not deviate from this encryption requirement without the advance, written approval of the Using Agency's Information Security Office.

6.11. Using Agency Security. Contractor shall notify the Using Agency if it becomes aware of any Using Agency security practices or procedures (or any lack thereof) that Contractor believes do not comport with generally accepted security policies or procedures.

6.12. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information, it shall act only on instructions and directions from the Using Agency; *provided, however*, that Contractor shall notify the Using Agency if it receives instructions or directions from the Using Agency that Contractor believes do not comport with generally accepted security policies or procedures and the Using Agency shall determine whether to modify such instructions or have Contractor comply with such instructions unchanged.

6.13. Data Subject Right of Access and Rectification. If the Using Agency is required to provide or rectify information regarding an individual's Personal Information, Contractor will reasonably cooperate with the Using Agency to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor shall notify the Using Agency of such request as soon as reasonably practicable.

6.14. Security, Privacy and Data Minimization in Software Development Life Cycle. Contractor shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information as part of the software development life cycle in connection with the performance of the Services. Contractor shall implement procedures to minimize the collection of Personal Information and shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

6.15. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

## **7. DATA SECURITY BREACH**

7.1. Notice to Using Agency. Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable,

any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred), Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) at the request and under the direction of the Using Agency, take any all other remedial actions that the Using Agency deems necessary or appropriate, including without limitation, providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or not such notice is required by Law.

7.3. Data Breach Exercises. Contractor shall conduct annual Data Breach exercises. Upon Using Agency request, Contractor shall coordinate its exercises with the Using Agency.

7.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Beach and may include without limitation: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or required by Law; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons.

## 8. AUDIT RIGHTS

8.1. Generally. Contractor and its Subcontractors shall provide access to any records, facilities, personnel, and systems relating to the Services, at any time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits.

8.2. Security Audits. Contractor shall perform, at its sole cost and expense, a security audit no less frequently than every twelve (12) months. The security audit shall test Contractor's compliance with security standards and procedures set forth in: (a) this Agreement, (b) the Standards and Procedures Manual, and (c) any security standards and procedures otherwise agreed to by the Parties.

8.3. Service Organization Control (SOC 2), Type II Audits. Contractor shall, at least once annually in the fourth (4<sup>th</sup>) calendar quarter and at its sole cost and expense, provide to the Using Agency

and its auditors a Service Organization Control (SOC 2), Type II report for all locations at which the Using Agency Data is processed or stored.

8.4. Audits Conducted by Contractor. Contractor promptly shall make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof.

8.5. Internal Controls. Contractor shall notify the Using Agency prior to modifying any of its internal controls that impact the Using Agency, the Services and/or Using Agency Data and shall demonstrate compliance with this Agreement.

8.6. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

## **9. RIGHT TO EXIT ASSISTANCE**

9.1. Payment for Exit Assistance Services. Exit Assistance Services shall be deemed a part of the Services and included within the Contractor's fees under this Agreement, except as otherwise detailed in this Agreement.

9.2. General. Upon Using Agency's request in relation to any termination, regardless of reason, or expiration of the Agreement, in whole or in part, Contractor shall provide the Using Agency and each of its designees Exit Assistance Services. During the Exit Assistance Period, Contractor shall continue to perform the terminated Services except as approved by the Using Agency and included in the Exit Assistance Plan. Contractor's obligation to provide the Exit Assistance Services shall not cease until the Services have been completely transitioned to the Using Agency or the Using Agency's designee(s) to the Using Agency's satisfaction.

9.3. Exit Assistance Period. Contractor shall: (a) commence providing Exit Assistance Services at the Using Agency's request (i) up to six (6) months prior to the expiration of the Agreement, or (ii) in the event of termination of the Agreement or any Services hereunder, promptly following receipt of notice of termination from the Party giving such notice (such date notice is received, the "Termination Notice Date"), and (b) continue to provide the Exit Assistance Services through the effective date of termination or expiration of the Agreement or the applicable terminated Services (as applicable, the "Termination Date") (such period, the "Exit Assistance Period"). At the Using Agency's option, the Exit Assistance Period may be extended for a period of up to twelve (12) months after the Termination Date. The Using Agency shall provide notice regarding its request for Exit Assistance Services at least sixty (60) days prior to the date upon which the Using Agency requests that Contractor commence Exit Assistance Services unless such time is not practicable given the cause of termination.

9.4. Manner of Exit Assistance Services. Contractor shall perform the Exit Assistance Services

in a manner that, to the extent the same is within the reasonable control of Contractor: (a) is in accordance with the Using Agency's reasonable direction; (b) is in cooperation with, and causes its Subcontractors to cooperate with, the Using Agency and the Using Agency's designee(s); (c) supports the efficient and orderly transfer of the terminated Services to the Using Agency; (d) minimizes any impact on the Using Agency's operations; (e) minimizes any internal and Third Party costs incurred by the Using Agency and the Using Agency's designee(s); and (f) minimizes any disruption or deterioration of the terminated Services. Exit Assistance Plan. Contractor shall develop and provide to the Using Agency, subject to the Using Agency's approval and authorization to proceed, an Exit Assistance Plan that shall: (a) describe responsibilities and actions to be taken by Contractor in performing the Exit Assistance Services; (b) describe in detail any Using Agency Responsibilities which are necessary for Contractor to perform the Exit Assistance Services; (c) describe how any transfer of Assets and any novation, assignment or transfer of contracts will be achieved during the Exit Assistance Period; (d) detail the return, and schedule for return, of Using Agency Data and other Using Agency-specific information to be provided; (e) set out the timetable for the transfer of each element of the terminated Services (including key milestones to track the progress); (f) identify a responsible party for each service, task and responsibility to be performed under the Exit Assistance Plan; and (g) specify reasonable acceptance criteria and testing procedures to confirm whether the transfer of the terminated Services has been successfully completed. Following the Using Agency's approval of, and authorization to proceed with the final Exit Assistance Plan, Contractor will perform the Exit Assistance Services in accordance with the Exit Assistance Plan.

9.6. Exit Assistance Management. Within the first thirty (30) days of the Exit Assistance Period, Contractor will appoint a senior project manager to be responsible for, and Contractor's primary point of contact for, the overall performance of the Exit Assistance Services. Upon Using Agency request, Contractor will provide individuals with the required expertise to perform Exit Assistance Services, even if those individuals are not currently performing Services. Contractor will promptly escalate to the Using Agency any failures (or potential failures) regarding the Exit Assistance Services. Contractor will meet weekly with the Using Agency and provide weekly reports describing: the progress of the Exit Assistance Services against the Exit Assistance Plan; any risks encountered during the performance of the Exit Assistance Services; and proposed steps to mitigate such risks. The Using Agency may appoint, during the Exit Assistance Period, a Using Agency designee to be the Using Agency's primary point of contact and/or to operationally manage Contractor during the Exit Assistance Period.

9.7. Removal of Contractor Materials. Contractor shall be responsible at its own expense for de-installation and removal from the Using Agency Facilities any Equipment owned or leased by Contractor that is not being transferred to the Using Agency under the Agreement subject to the Using Agency's reasonable procedures and in a manner that minimizes the adverse impact on the Using Agency. Prior to removing any documents, equipment, software or other material from any Using Agency Facility, Contractor shall provide the Using Agency with reasonable prior written notice identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise the Using Agency of the nature and ownership of such property.

9.8. Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data to relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the Standards and Procedures Manual; (d) Incident and Problem logs for at least the previous two (2) years; (e) security features; (f) passwords and password control policies; (g) identification of work planned or in progress as of the Termination Date, including the current status of such work and projects; and (h) any other information relating to the Services or the Using Agency's IT or operating environment which would be required by a

reasonably skilled and experienced Contractor of services to assume and to continue to perform the Services following the Termination Date without disruption or deterioration. This section shall not limit any other rights and duties relating to Using Agency Data.

9.9. Subcontractors and Third Party Contracts. For each contract for which Using Agency has an option to novate or transfer, Contractor will supply the following information upon Using Agency's request: (a) description of the goods or service being provided under the contract; (b) whether the contract exclusively relates to the Services; (c) whether the contract can be assigned, novated or otherwise transferred to the Using Agency or its designee and any restrictions or costs associated with such a transfer; (d) the licenses, rights or permissions granted pursuant to the contract by the Third Party; (e) amounts payable pursuant to the terms of such contract; (f) the remaining term of the contract and termination rights; and (g) contact details of the Third Party. Contractor's agreements with Third Parties that predominantly or exclusively relate to this Agreement shall not include any terms that would restrict such Third Parties from entering into agreements with the Using Agency or its designees as provided herein.

9.10. Knowledge Transfer. As part of the Exit Assistance Services and upon Using Agency's reasonable request, Contractor will provide knowledge transfer services to the Using Agency or the Using Agency's designee to allow the Using Agency or such designee to fully assume, become self-reliant with respect to, and continue without interruption, the provision of the terminated Services. Contractor shall: allow personnel of the Using Agency or the Using Agency's designee to work alongside Contractor Personnel to shadow their role and enable knowledge transfer; answer questions; and explain procedures, tools, utilities, standards and operations used to perform the terminated Services.

9.11. Change Freeze. Unless otherwise approved by the Using Agency or required on an emergency basis to maintain the performance of the Services in accordance with the Performance Standards and SLAs, during the Exit Assistance Period, Contractor will not make or authorize material Changes to: (a) the terminated Services, including to any Equipment, Software or other facilities used to perform the terminated Services; and (b) any contracts entered into by Contractor that relate to the Services (including contracts with Subcontractors).

9.12. Software Licenses. If and as requested by the Using Agency as part of the Exit Assistance Services, Contractor shall: (a) re-assign licenses to the Using Agency or the Using Agency's designee any licenses for which Contractor obtained Required Consents; (b) grant to the Using Agency, effective as of the Termination Date, at no cost to the Using Agency, a license under Contractor's then-current standard license terms made generally available by Contractor to its other commercial customers in and to all Contractor-Provided Software that constitutes generally commercially available Software that was used by Contractor on a dedicated basis to perform the Services and is reasonably required for the continued operation of the supported environment or to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and with respect to such Software, Contractor shall offer to the Using Agency maintenance (including all enhancements and upgrades) at the lesser of a reasonable rate or the rates Contractor offers to other commercial customers for services of a similar nature and scope; (c) grant to the Using Agency, effective as of the Termination Date, a non-exclusive, non-transferable, fully-paid, royalty-free, perpetual, irrevocable, worldwide license following expiration of the Exit Assistance Period in and to all Contractor-Provided Software that does not constitute

generally commercially available Software that is incorporated into the supported environment, which license shall extend only to the use of such Software by the Using Agency or its designee (subject to Contractor's reasonable confidentiality requirements) to continue to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and (d) provide the Using Agency with a copy of the Contractor-Provided Software described in this Section in such media as requested by the Using Agency, together with object code and appropriate documentation.

## 10. MISCELLANEOUS

10.1. Survival. Sections 1 (Definitions for Special Conditions), 4 (Intellectual Property), 7 (Data Security Breach), and 8 (Audit Rights) shall survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 5 (Using Agency Data and Confidentiality) and 10 (Miscellaneous) shall survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of Using Agency Confidential Information as required by this Agreement.

10.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC shall expressly include Using Agency and vice versa.

10.3. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

10.4. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer.

10.5. Change Requests. Except as otherwise set forth in this Agreement, this Section 10.5 shall govern all Change Requests and Change Orders. If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. Contractor represents to Using Agency that it has factored into Contractor's fees adequate contingencies for *de minimis* Change Orders. Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of other than a *de minimis* deviation from the scope of the Services and/or Deliverables, Contractor shall provide Using Agency with written notification of such other deviation within five (5) business days after receipt of the Change Request. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt of such Change Request, Contractor shall provide to Using Agency a written statement describing in detail: (a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

10.6. Change Orders. Any Change Order that increases the cost or scope of the Agreement, or that materially affects the rights or duties of the Parties as set forth the Agreement, must be agreed upon by the Using Agency in a writing executed by the County's Chief Procurement Officer. In all cases, the approval of all Change Requests and issuance of corresponding Change Orders must comply the County's Procurement Code. If either Party rejects the other's Change Request, Contractor shall proceed to fulfill its obligations under this Agreement.

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

**I. POLICY AND GOALS**

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 35%.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

## **II. REQUIRED BID OR PROPOSAL SUBMITTALS**

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **A. MBE/WBE Utilization Plan**

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### **1. Letter(s) of Intent**

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

**2. Letter(s) of Certification**

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

**3. Joint Venture Affidavit**

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

**B. Petition for Reduction/Waiver**

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **III. REDUCTION/WAIVER OF MBE/WBE GOALS**

#### **A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

### **IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN**

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

#### **V. NON-COMPLIANCE**

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

#### **VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

#### **VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director  
Cook County  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
(312) 603-5502



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

RICHARD R. BOYKIN  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

JOAN PATRICIA MURPHY  
6th District

JESUS G. GARCIA  
7th District

LUIS ARROYO, JR  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

SEAN M. MORRISON  
17th District

May 23, 2016

Ms. Shannon E. Andrews  
Chief Procurement Officer  
118 N. Clark Street  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 1518-14654  
Network Service Operation  
Bureau of Technology

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

**Bidder:** Sentinel Technologies, Inc.  
**Contract Value:** \$11,158,838.00  
**Contract Goal:** 35% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Smart Technology Services, Inc.	MBE (6)	City of Chicago	14.30% (Direct)
Solai & Cameron, Inc.	MBE (8)	City of Chicago	20.70% (Direct)

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,  
  
Jacqueline Gomez  
Contract Compliance Director  
JG/ate

cc: Richard Sanchez, OCPO  
Doug Coupland, BOT

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II.  Direct Participation of MBE/WBE Firms       Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: **SOLAI & CAMERON, INC.**  
Address: **2335 North Southport Ave., Chicago, IL 60614**

E-mail: **MSOLAI@SOLCAM.COM**

Contact Person: **MALLAR SOLAI**      Phone: **773-506-2720**

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ **20.7%**

\*Letter of Intent attached?      Yes       No \_\_\_\_\_  
\*Letter of Certification attached?      Yes       No \_\_\_\_\_

MBE/WBE Firm: **SMART TECHNOLOGIES SERVICES, INC.**  
Address: **333 W. Wacker Drive, Chicago, IL 60606**

E-mail: **QCPATTERSON@SMARTTS.COM**

Contact Person: **QUENTIN PATTERSON**      Phone: **312-612-8225**

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ **14.3 %**

\*Letter of Intent attached?      Yes \_\_\_\_\_      No \_\_\_\_\_  
\*Letter of Certification attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

**COOK COUNTY GOVERNMENT LETTER OF INTENT (FORM 2)**

M/WBE Firm: Smart Technology Services, Inc.

Certifying Agency: City of Chicago

Address: 333 West Wacker Drive, Suite 1600

Certification Expiration Date: November 30, 2016

City/State: Chicago IL - Zip 60606

FEIN #: 36-4261723

Phone: 312-612-8225 Fax: (312) 775-6554

Contact Person: Quentin Patterson

Email: QCPATTERSON@SMARTTS.COM

Contract #: 1518-14654

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

**Provide On-Site Engineers For NCC Support Services**

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

14.3%

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Quentin Patterson

Print Name

Smart Technology Services, Inc.

Firm Name

May 5, 2016

Date

Signature (Prime Bidder/Proposer)

Michael Reynolds

Print Name

Sentinel Technologies

Firm Name

5/9/2016

Date

Subscribed and sworn before me

this 5th day of May 2016

Notary Public

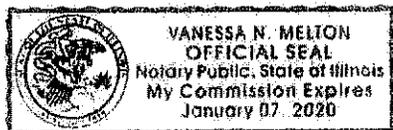
SEAL

Subscribed and sworn before me

this 9th day of May 2016

Notary Public

SEAL



**COOK COUNTY GOVERNMENT LETTER OF INTENT (FORM 2)**

M/WBE Firm: **SOLAI & CAMERON, INC.**

Certifying Agency: **Cook County**

Address: **2335 N. Southport Ave.**

Certification Expiration Date: **April 1, 2018**

City/State: **Chicago, IL Zip 60614**

FEIN #: **36-3990452**

Phone: **773-506-2720 Fax: 773-506-2717**

Contact Person: **MALLAR R. SOLAI**

Email: **MSOLAI@SOLCAM.COM**

Contract #: **1516-14654**

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

**Provide On-Site Engineers For NCC Support. Services**  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

20.7%

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they do not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Mallar R Solai  
Signature (M/WBE)

[Signature]  
Signature (Prime Bidder/Proposer)

MALLAR R SOLAI  
Print Name

Michael Reynolds  
Print Name

SOLAI & CAMERON INC  
Firm Name

Sentinel Technologies, Inc  
Firm Name

5/5/2016  
Date

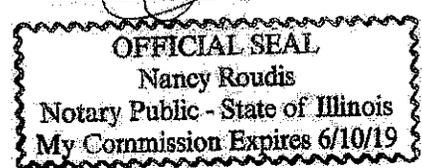
5/9/2016  
Date

Subscribed and sworn before me  
this 5<sup>th</sup> day of May, 2016

Subscribed and sworn before me  
this 9<sup>th</sup> day of May, 2016

Notary Public  
SEAL

Notary Public  
SEAL





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

**JUL 22 2015**

Mallar Solai  
Solai & Cameron, Inc.  
2335 North Southport Avenue  
Chicago, IL 60614

**RE: Revised Certification Letter – Expansion of Specialty Areas**

Dear Mallar Solai:

We are pleased to inform you that **Solai & Cameron, Inc.** has been certified as a **Minority-Owned Business Enterprise ("MBE")**, **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **4/1/2018**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **4/1/2016 and 4/1/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **4/1/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **2/1/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted, as a minority-owned business or a women-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

- |               |   |  |
|---------------|---|--|
| <b>238210</b> | - | <b>Computer and Network Cable Installation</b> |
| <b>541511</b> | - | <b>Computer Software Support Services</b>      |
| <b>541512</b> | - | <b>Computer Hardware Consulting Services</b>   |
| <b>541512</b> | - | <b>Computer Software Consulting Services</b>   |

**NAICS Expansion Code(s):**

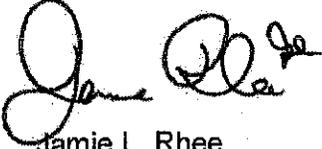
- |               |   |   |
|---------------|---|---|
| <b>541513</b> | - | <b>Computer Facilities Management Services</b>  |
| <b>541511</b> | - | <b>Custom Computer Programming Services</b>   |
| <b>561320</b> | - | <b>Temporary Help Services</b>  |
| <b>561330</b> | - | <b>Professional Employer Organization</b>   |
| <b>517919</b> | - | <b>All Other Telecommunications</b>   |
| <b>518210</b> | - | <b>Data Processing, Hosting, and Related Services</b>   |
| <b>541512</b> | - | <b>Computer System Design Services</b>  |
| <b>541512</b> | - | <b>Network systems integration design services, computer</b>  |
| <b>541512</b> | - | <b>Local area network (LAN) computer system integration design services</b>   |
| <b>811212</b> | - | <b>Computer and Office Machine Repair and Maintenance</b>   |
| <b>541519</b> | - | <b>Other Computer Related Services</b>  |
| <b>611420</b> | - | <b>Computer Training</b>  |
| <b>722310</b> | - | <b>Food service contractors, concession operator (e.g., convention facilities, entertainment facilities, sporting facilities)</b> |

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise, Women-Owned Business Enterprise** goals in your area(s) of

specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie L. Rhee". The signature is stylized with a large initial "J" and a cursive "Rhee".

Jamie L. Rhee  
Chief Procurement Officer

JLR/dp



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB - 9 2015

Stephen Baker  
Smart Technology Services, Inc.  
156 N. Jefferson St., Ste. 200  
Chicago, IL 60661

Dear Stephen Baker:

We are pleased to inform you that **Smart Technology Services, Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **11/30/2016**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/30/2015**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/30/2016**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **9/30/2016**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud /or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754)**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

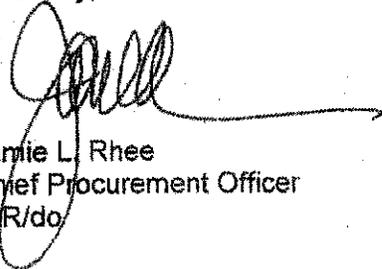
**541512 – Computer Software Consulting Services or Consultants**

**881212 – Computer and office Machine Repair and Maintenance**

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer  
JLR/do

**EXHIBIT 4**

**Evidence of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2016
--------------------------------

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	<b>CONTACT NAME:</b> CSU Chicago <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> CSUChicago@hubinternational.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Chubb Indemnity Insurance Company</td> <td>12777</td> </tr> <tr> <td>INSURER B : Chubb Group of Ins. Companies</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Chubb Indemnity Insurance Company	12777	INSURER B : Chubb Group of Ins. Companies		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> SENTTEC-01 Sentinel Technologies, Inc. 2550 Warrenville Rd. Downers Grove IL 60515														

**COVERAGES**      **CERTIFICATE NUMBER:** 276039168      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3603-15-77	9/29/2015	9/29/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employee Benefits \$1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7359-07-85	9/29/2015	9/29/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			7989-66-16	9/29/2015	9/29/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	7175-37-24	9/29/2015	9/29/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Property Fidelity E&O			3603-15-77 8243-7499	9/29/2015 9/29/2015	9/29/2016 9/29/2016	Business Pers Prop Limit 10,625,000 Limit 1,000,000 Limit 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Cook County  
 Cook County Bureau of Technology are included as additional insureds under General Liability when agreed to under written contract, subject to policy terms, conditions, and exclusions. A waiver of subrogation applies under General Liability in favor of the additional insureds listed, when agreed in a written contract, subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  Cook County Bureau of Technology 118 N. Clark St Chicago IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

**EXHIBIT 5**

**Identification of Sub-Contractor/Supplier/Sub-Consultant**

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b> <input type="radio"/> Disqualification <input type="radio"/> Check Complete
---

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1518-14654	Date: 5-5-16
Total Bid or Proposal Amount: \$11,158,838.00	Contract Title: Network Services Operations
Contractor: Sentinel Technologies	Subcontractor/Supplier/ Subconsultant to be added or substitute: Solai & Cameron
Authorized Contact for Contractor: Dale Schwendeman	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Mallar Solai
Email Address (Contractor): dschwend@sentinel.com	Email Address (Subcontractor): msolai@solcam.com
Company Address (Contractor): 2550 Warrenville Road	Company Address (Subcontractor): 2335 N. Southport Ave.
City, State and Zip (Contractor): Downers Grove, IL 60515	City, State and Zip (Subcontractor): Chicago, IL 60664
Telephone and Fax (Contractor): 630-769-4300 F 630-769-1399	Telephone and Fax (Subcontractor): 773-506-2720 F 773-506-2717
Estimated Start and Completion Dates (Contractor): 7-1-16 to 6-30-21	Estimated Start and Completion Dates (Subcontractor): 7-1-16 to 6-30-21

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Provide on-site engineers for Network Services	\$2,309,921.30

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor  
 Sentinel Technologies, Inc. - Michael Reynolds

Name  
 Director Governance, Compliance & Contracts

Title  
  
 Prime Contractor Signature

Date  
 5-10-2016

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b> <input type="radio"/> Disqualification <input type="radio"/> Check Complete
---

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1518-14654	Date: 5-5-16
Total Bid or Proposal Amount: \$11,158,838.00	Contract Title: Network Services Operations
Contractor: Sentinel Technologies	Subcontractor/Supplier/ Subconsultant to be added or substitute: Smart Technology Services
Authorized Contact for Contractor: Dale Schwendeman	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Quentin Patterson
Email Address (Contractor): dschwend@sentinel.com	Email Address (Subcontractor): qcpatterson@smartts.com
Company Address (Contractor): 2550 Warrenville Road	Company Address (Subcontractor): 333 W. Wacker Drive, Ste. 1600
City, State and Zip (Contractor): Downers Grove, IL 60515	City, State and Zip (Subcontractor): Chicago, IL 60606
Telephone and Fax (Contractor): 630-769-4300 F 630-769-1399	Telephone and Fax (Subcontractor): 312-612-8225
Estimated Start and Completion Dates (Contractor): 7-1-16 to 6-30-21	Estimated Start and Completion Dates (Subcontractor): 7-1-16 to 6-30-21

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

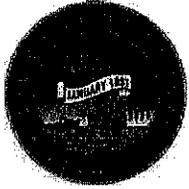
<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Provide on-site engineers for Network Services	\$1,595,672.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor  
 Sentinel Technologies, Inc. - Michael Reynolds  
 Name  
 Director Governance, Compliance & Contracts  
 Title  
  
 Prime Contractor Signature  
 Date  
 5-10-2016

**EXHIBIT 6**

**Board Authorization**



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

**File #:** 16-3490      **Version:** 1      **Name:** Sentinel Technologies, Inc., Chicago, Illinois  
**Type:** Contract (Technology)      **Status:** Approved  
**File created:** 5/25/2016      **In control:** Technology and Innovation Committee  
**On agenda:** 6/8/2016      **Final action:** 6/29/2016  
**Title:** PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Sentinel Technologies, Inc., Downers Grove, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Wide Area Network operations and support services

Contract Value: \$11,158,838.00

Contract period: 8/1/2016 - 7/31/2021, with two (2) one (1) year renewal options

Potential Fiscal Year Budget Impact: FY 2016 \$392,075.00; FY 2017 \$2,337,420.00; FY 2018 \$2,368,811.00; FY 2019 \$2,400,850.00; FY 2020 \$2,433,492.00; FY 2021 \$1,226,190.00

Accounts: 490-441; 1400908853-570; 1500909509-441

Contract Number(s): 1518-14654

**Concurrence(s):**

The vendor has met the Minority and Women Owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

**Summary:** The Sentinel Technologies, Inc. contract provides Wide Area Network ("WAN") operations and support services. Under the contract, Sentinel will provide operational support, proactive network performance monitoring, after hours helpdesk support, and 24/7/365 network monitoring, as well as numerous other mission-critical services. Without such services, communication throughout Cook County would be greatly impacted and key customers to the Bureau of Technology, such as Public Safety, Life Safety, and elected official agencies would be adversely affected.

Request for Proposal (RFP) procedures were followed in accordance with the Cook County Procurement Code. Sentinel Technologies, Inc. was selected based on established evaluation criteria.

**Sponsors:**

**Indexes:** SIMONA ROLLINSON, Chief Information Officer, Bureau of Technology

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

6/29/2016	1	Technology and Innovation Committee	recommended for approval	Pass
6/29/2016	1	Board of Commissioners	approved	Pass
6/8/2016	1	Board of Commissioners	referred	Pass

**PROPOSED CONTRACT (TECHNOLOGY)**

**Department(s):** Bureau of Technology

**Vendor:** Sentinel Technologies, Inc., Downers Grove, Illinois

**Request:** Authorization for the Chief Procurement Officer to enter into and execute contract

**Good(s) or Service(s):** Wide Area Network operations and support services

**Contract Value:** \$11,158,838.00

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**Contract Number(s):** 1518-14654

**Concurrence(s):**

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The Chief Procurement Officer concurs.

**Summary:** The Sentinel Technologies, Inc. contract provides Wide Area Network (“WAN”) operations and support services. Under the contract, Sentinel will provide operational support, proactive network performance monitoring, after hours helpdesk support, and 24/7/365 network monitoring, as well as numerous other mission-critical services. Without such services, communication throughout Cook County would be greatly impacted and key customers to the Bureau of Technology, such as Public Safety, Life Safety, and elected official agencies would be adversely affected.

Request for Proposal (RFP) procedures were followed in accordance with the Cook County Procurement Code. Sentinel Technologies, Inc. was selected based on established evaluation criteria.

Contract 1518-14654

Wide Area Network Operations and Support Services

EXHIBIT 7

Economic Disclosure Statement

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals; and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

**SECTION 2****CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: \_\_\_\_\_ No:  X

b) If yes, list business addresses within Cook County:

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c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: \_\_\_\_\_ No:  X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a)  The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

\_\_\_\_\_  
\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Sentinel Technologies, Inc.  
 D/B/A: N/A FEIN NO.: 36-3199182  
 Street Address: 2550 Warrenville Road  
 City: Downers Grove State: IL Zip Code: 60515  
 Phone No.: 630-769-4300 Fax Number: 630-769-1399 Email: dschwend@sentinel.com

Cook County Business Registration Number: \_\_\_\_\_  
 (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

- Sole Proprietor  Partnership  Corporation  Trustee of Land Trust
- Business Trust  Estate  Association  Joint Venture
- Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Dennis Hoelzer	2550 Warrenville Road, Downers Grove, IL 60515	14.3%
Mary Hoelzer	2550 Warrenville Road, Downers Grove, IL 60515	11.1%
James Emmel	2550 Warrenville Road, Downers Grove, IL 60515	10.2%
Sentinel ESOP	2550 Warrenville Road, Downers Grove, IL 60515	36.7%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [  ] No  
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Dennis Hoelzer	2550 Warrenville Road, Downers Grove, IL 60515	President & CEO	30+ years
Brian Osborne	2550 Warrenville Road, Downers Grove, IL 60515	VP & Secretary	25+ years
Timothy Hill	2550 Warrenville Road, Downers Grove, IL 60515	CFO & Treasurer	25+ years

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Michael Reynolds  
Name of Authorized Applicant/Holder Representative (please print or type)  
[Signature]  
Signature  
dschwend@sentinel.com  
E-mail address

Director Governance Compliance + Contracts  
Title  
5-10-2016  
Date  
630-769-4300  
Phone Number

Subscribed to and sworn before me  
this 9<sup>th</sup> day of May, 2016.

[Signature]  
Notary Public Signature

My commission expires:



Notary Seal



**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Sentinel Technologies, Inc.

Address of Person Doing Business with the County: 2550 Warrenville Road, Downers Grove, IL 60515

Phone number of Person Doing Business with the County: 630-769-4300

Email address of Person Doing Business with the County: sales@sentinel.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Michael Reynolds, Director, Governance, Compliance & Contracts

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

RFP #1518-14654

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 11,158,838.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_

Pursuant to RFP Process, Cook County Procurement Dept.

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_

Doug Coupland, Director of Telecommunications, 312-603-1498, douga.coupland@cookcountyl.gov

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

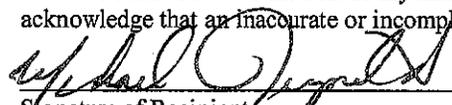
<hr/>	<hr/>	<hr/>	<hr/>
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Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
 \_\_\_\_\_  
 Signature of Recipient

5-9-2016  
 \_\_\_\_\_  
 Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

**I. Contract Information:**

Contract Number: 1518-14654

County Using Agency (requesting Procurement): \_\_\_\_\_

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Sentinel Technologies, Inc.

Substantial Owner Complete Name: no person qualifies as a substantial owner

FEIN# 36-3199182

Date of Birth: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Street Address: 2550 Warrenville Rd

City: Downers Grove State: IL Zip: 60515

Home Phone: (630) 769-4300 Driver's License No: \_\_\_\_\_

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or ~~NO~~

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or ~~NO~~

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or ~~NO~~

Employee Classification Act, 820 ILCS 185/1 et seq., YES or ~~NO~~

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or ~~NO~~

Any comparable state statute or regulation of any state, which governs the payment of wages YES or ~~NO~~

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner  
**YES or NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation  
**YES or NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default  
**YES or NO**

Other factors that the Person or Substantial Owner believe are relevant.  
**YES or NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:

*Michael Reynolds*

Date:

*5-9-2016*

Name of Person signing (Print):

*Michael Reynolds*

Title:

*Director Insurance Compliance-Contracts*

Subscribed and sworn to before me this

*9<sup>th</sup>*

day of

*May*

, 20 *16*

X *D. Mennecke*

Notary Public Signature

Notary Seal

OFFICIAL SEAL

DIANE MENNECKE

NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES: 08/07/18

Note: The above information is subject to verification prior to the award of the Contract

SECTION 5

CONTRACT AND EDS EXECUTION PAGE  
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Sentinel Technologies, Inc.

Corporation's Name

630-769-4300

Telephone

*[Signature]* DENNIS HOELZER  
President's Printed Name and Signature

dschwend@sentinel.com

Email

Date

*5/9/16*

*[Signature]*  
Secretary Signature

Execution by LLC

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

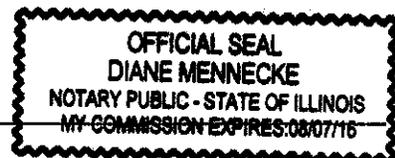
Subscribed and sworn to before me this

*9th* day of *May*, 20*16*.

*[Signature]*  
Notary Public Signature

My commission expires:

Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6  
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 8 DAY OF July, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1518-14654

OR

ITEM(S), SECTION(S), PART(S): N/A

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

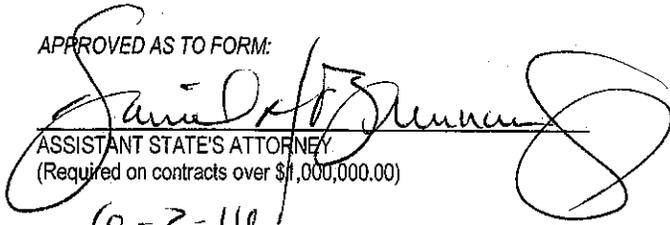
JUN 29 2016

TOTAL AMOUNT OF CONTRACT: \$ 11,158,838.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

6-2-16

Date